

**CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

NOTICE OF AVAILABILITY TO OPERATE CONCESSIONS ON THE CHICAGO RIVERWALK

JANUARY 28, 2015 – SPECIFICATION NO. 130132

The City of Chicago (“City”) Department of Fleet and Facility Management (“2FM” or “Department”) invites the submission of proposals by food and beverage, recreational, cultural and educational operators of concessions with the qualifications and expertise necessary to develop, promote and operate on the Chicago Riverwalk (“Riverwalk”), a linear park along the Main Branch of the Chicago River, for the 2015 season.

For the purposes of this notice of availability (“NOA”), “Commissioner” refers to the Commissioner of 2FM. “Respondents” or “Proposers” mean the persons, including firms, associations and individuals, which submit responses to this NOA. The documents submitted will be referred to as “Responses” or “Proposals.” The “Season” is May 3, 2015- November 1, 2015.

The City’s ultimate goal is to transform the Riverwalk into a multi-seasonal entertainment and recreation destination from Lake Street to Lake Shore Drive along the South Bank of the Main Branch of the Chicago River. The City is requesting that Respondents work with the City in establishing the available locations as entertainment and recreational destinations for the 2015 Season. The City will license Respondents for concessions operations pursuant to a subsequent written agreements (“License Agreement”). The City currently intends to award multiple License Agreements for the operations of concessions on the completed portion of the Riverwalk. Only one Respondent will be permitted to operate from each location (“Licensee” or “Operator”). Respondents are welcome to submit proposals for multiple locations. Riverwalk maps and site descriptions of the available areas are shown in Attachment A to this NOA. The Terms and Conditions of the License Agreement are shown in Attachment B to this NOA. The intent of the NOA is to identify qualified companies with the experience to develop interesting concession operations that provide recreational, cultural, and educational amenities that activate and also beautify the Chicago Riverwalk.

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www.cityofchicago.org/bids**

To be considered for participation, please deliver one (1) original and five (5) paper copies, and two (2) electronic copies of the Proposal on CD or flash drives in .pdf format on two (2) separate CD-ROMs or flash drives. A redacted CD-ROM will be an additional copy and must be labeled “Redacted CD-ROM.” The original proposal must be clearly marked “Original.” Respondent must enclose all documents in a sealed envelope with that indicates the name of the project, i.e., “Concessions Operations of the Chicago Riverwalk.”

Deliver your Proposals to:

Commissioner David J. Reynolds, Department of Fleet and Facility Management
30 North LaSalle Street- Suite 300, Chicago, Illinois 60602
Attention: Jennifer Muss

Proposals Submitted in Response to This NOA Will Be Accepted Until:

12:00 P.M. CDT, Monday, March 9, 2015

Late proposals will not be considered for selection and will be returned to you unopened.

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Please read the following instructions carefully and check your NOA package to ensure that you have all of the following sections and attachments.

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NOTE: All dimensions and configurations shown in Attachment A are approximate and subject to change.

A. THE CHICAGO RIVERWALK

Mayor Emanuel believes that the Chicago River and adjacent land offers opportunities for the City to enhance residents' and visitors' enjoyment of Chicago. The Mayor envisions a mix of recreational, cultural, entertainment, food and beverage and retail facilities along the Chicago River, creating a vibrant Riverwalk used by residents and visitors alike.

It is the intent of the City to develop the entire area along the South Bank of the Chicago River, from the east side of Lake Shore Drive to the north side of Lake Street, the Riverwalk, as a cohesive, linear, publicly-accessible open space supported by commercial retail. Riverwalk construction will eventually include the build-out of the path under each bridge and between each bridge and the extension of the Riverwalk all the way to Lake Street by 2016. Attachment A shows spaces that will be available for the operations of concessions for the 2015 season.

1. Project Background

The Chicago Riverwalk is a long-awaited urban asset and park that has been in development since the reconstruction of Wacker Drive in the 1990's, and will run along the South Bank of the Main Branch of the Chicago River from Lake Street to Lake Shore Drive. The first section of the Riverwalk, completed in 2009, along the Chicago River between Michigan Avenue and Lake Shore Drive is a pedestrian path to the Lake Front Trail with a few concessionaires operating from semi-permanent structures. Despite the access challenge due to the vertical separation between upper Wacker Drive and the Riverwalk, the linear park is heavily used by joggers and bicyclists as well as tour boat patrons. It intersects Michigan Avenue and State Street. It is within a short walking distance of Millennium Park and the Theater District and is in close proximity to Navy Pier. Its neighbors include successful hotels, including the Trump, Langham, Hyatt, and SwissHotel, and it is across a bridge from the House of Blues concert venue. It is also adjacent to the City's central business district and vibrant River North entertainment district. Friends of the River operates a museum within the southwest tower of the Michigan Avenue bridge, and there are world-famous architectural tour boat operators, one of which launches from the Riverwalk at Michigan Avenue.

The existing section of the Riverwalk along the South Bank of the Main Branch of the Chicago River between Lake Shore Drive and LaSalle Street is available for concessions in 2015 and includes an active pedestrian path to the Lake Front Trail surrounded by landscaping and a popular tour boat dock east of Michigan Avenue.

The Chicago Park District has historically managed retail vendors on the completed section of the Riverwalk between Lake Shore Drive and State Street. The agreement with the Chicago Park District has expired and the City intends to develop this entire area, as well as the area west of State Street to LaSalle and eventually LaSalle Street to Lake Street as a cohesive, linear, publicly accessible open space supported by retail, entertainment and recreation destinations which provide a variety of programming options in order to develop and activate the sites.

The Department will manage the operation of the entire Chicago Riverwalk. In keeping with Mayor Emanuel's vision of a multi-use facility, 2FM hereby requests proposals from providers of recreational, cultural, entertainment, food and beverage and retail operations for operation along the Chicago Riverwalk for the 2015 season.

Respondents must consider the Riverwalk Guiding Principles identified in Attachment C when creating their proposals.

2. Concession Opportunities.

Opportunities for the operations of concessions during 2015 Season include Phase 1 and Phase 2 of the Chicago Riverwalk. Phase 3 will be under construction. Both Phases include unique challenges and opportunities and are very different from each other. Attachment A depicts the sites that are available. Please note that the City is interested in creative ideas and suggestions for the use of the space. The License Agreement is for the 2015 Season only which begins on May 3, 2015 and expires November 1, 2015.

The City invites Respondents to propose new amenities along the Riverwalk which may include: commercial boats with food and beverage that are docked along the seawall; facilities for human-powered boating; bike rentals; food and beverage; retail – particularly of a cultural or environmental nature; educational facilities; or any other type of family-friendly concessions. Other ideas that would enhance the use and enjoyment of the Chicago River are also requested. Please note the limitation on sites as described in Attachment A. Additionally, please consider Attachment C, The Guiding Principles of the Riverwalk when preparing proposals.

Phase 1

Phase 1 of the Riverwalk stretches from Lake Shore Drive to State Street. The section of Phase 1 from Lake Shore Drive to Columbus Drive is a long linear path surrounded by greenery. As you proceed west on the path, the landscaping become less prominent to the Beaux Arts design of the Michigan Avenue Bridge House and Wacker Drive. The section of Phase 1 between Michigan Avenue and State Street is referred to the Civic District and includes the Vietnam Veterans Memorial. Features of Phase 1 are the existing popular tour boat facility east of Michigan Avenue and the jogging path that is well-traveled by downtown workers getting exercise. There are areas of shade and seating for people to enjoy watching the activity on the Main Branch of the Chicago River.

Area 1a: Lake Shore Drive to just East of Columbus Drive.

Proposals within this parcel must include a very specific footprint of the site and description of needs for their operations. Historically, Operators have worked out of trailers or temporary structures. It is important for the City to retain as much greenery in this location as possible, however, temporary installations will be considered. There is space for multiple temporary structures to be placed along the Lowest Level Wacker fence line. Human powered craft launches will be well received at this location, but must comply with the all applicable federal rules, regulations, and permits. Please see the docking map in Attachment A. The footprint of the proposed site and its location with this section is required and will be negotiated as multiple vendors can exist within this section.

Area 1b: West of Columbus Drive.

The area west of Columbus Drive has historically been the location of a food and beverage site. This site is immediately adjacent to a popular tour boat location. The tour boats dock along the entire length of the seawall at this location, therefore, views of the River are blocked as the boats circulate throughout the day. Proposals for this site must include a specific footprint listing square footage and site design plan.

Area 2: East Wabash Avenue.

The area immediately east of the Wabash Bridge has approximately 11,315 square feet of developable space that includes 6,057 square feet of exterior plaza space for outdoor dining and 5,258 square feet of space beneath upper Wacker Drive that covered several trailers in the Park District's concession program. This site was completed during East-West Wacker Reconstruction in 2001 and added to in 2009 with the Wabash Underbridge project.

Area 3: West Wabash Avenue.

The area immediately west of the Wabash Bridge was built as part of the Vietnam Veterans Memorial in 2005. There is approximately 6,113 square feet of interior space available on the Riverwalk level and potential for expansion in the plaza above. This space also has a small plaza right in front of the space. This interior space is considered to be raw in form.

Phase 2

Phase 2 is comprised of the blocks between State Street and LaSalle Street and is referred to as the Arcade District which will continue into Phase 3. Construction is expected to be completed in time for the 2015 Season and available for operations of concessions for the 2015 Season. Phase 3 will be under construction in 2015-2016 and is not part of this NOA. Phase 2 includes the following areas:

Area 4: The Marina Plaza.

The area between State Street and Dearborn Street is the connection between the formal Vietnam Veteran's Memorial and the Riverwalk to the west. The design accommodates 4,700 square feet of exterior plaza space with 1,750 square feet of interior developable space for kitchen facilities. Features of the Marina Plaza include public seating areas to watch the river and space to accommodate a future concession in the area beneath Upper Wacker Drive.

Area 5: The Cove.

The area between Dearborn Street and Clark Street is less formal than the Marina Plaza and provides a great area for recreation. Landscaping becomes more native and the surface gently slopes toward the waterway. This beach-like setting is great location for human powered craft from throughout the Chicago waterway system to take refuge from the busy Main Branch traffic. Features of the Cove include public seating areas to watch the river, space to accommodate a future concession in the area beneath Upper Wacker Drive, and 1,750 square feet of space for kitchen facilities or retail space. Concessions offering amenities to human powered craft users will be well received; however, concessions to launch crafts from this site are not approved.

Area 6: The River Theater

This area is the midway point of the build out, between Clark Street and LaSalle Street. A ramp is carved into the steps down to the waterway, providing access between Upper Wacker Drive and the Riverwalk. Growing from the steps is an urban forest which will provide shade to those sitting in the River Theater. In addition to providing shade, the trees will create an interesting effect for pedestrians and motorists on Upper Wacker Drive. Operations for docking of water taxis or a restaurant boat will be well-received. Additionally, programming for carts or temporary stalls would be considered.

3. Riverwalk Revenues from Past Existing Tenants and Concessionaires

The Chicago Park District managed concessions on the Chicago Riverwalk from 2010-2014 in the Phase 1 portion of the Riverwalk. Revenues from the Phase 2 sites are not available as they were under construction during 2014.

The revenues for Phase 1 as reported by the Chicago Park District were:

Concessionaire	2010	2011	2012	2013	2014
Bike Chicago (lower)	\$92,506	\$88,233	\$61,505	\$14,288	\$4,175
Bike Chicago (upper)	\$5,448	\$84,077	\$83,198	\$33,318	\$8,418
Cyrano's Café and Wine Bar	\$190,868	\$232,767	\$203,009	\$165,423	\$273,171
O'Brien's Riverwalk Café	\$884,493	\$790,435	\$755,743	\$567,314	\$629,725
Tree of Life Juice Bar				\$6,040	-
Urban Kayaks		\$63,015	\$286,903	\$294,919	\$331,291
Totals	\$1,173,315	\$1,258,528	\$1,390,358	\$1,081,303	\$1,246,780

As reported by Chicago Park District. The City is unable to guarantee the accuracy of these figures or provide any additional information.

B. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

Respondents who are able to demonstrate experience, expertise and enthusiasm in the operations of concessions that provide recreational, cultural, and educational amenities and also beautify the Chicago Riverwalk are encouraged to respond to this NOA. Respondents who will also be able to drive visitors to the Riverwalk through their offering of amenities will be well-received.

1. Schedule

The City has adopted the following schedule for the submittal of Proposals in response to this NOA:

January 28, 2015	Issuance of the NOA
February 5, 2015	Pre-Proposal Meeting followed by tour 11:00 a.m.
February 6, 2015	Deadline for written questions
March 9, 2015	Due Date for Proposals 12:00 p.m.

2. Proposal Due Date and Time

NOA DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS:
www.cityofchicago.org/bids

Respondents must submit one (1) original and five (5) copies and two CD_ROMs or flash drives of their proposals to the City at the address specified below no later than **12:00 P.M. CDT on Monday, March 9, 2015 (the "Due Date")**. Late proposals will not be considered for selection and will be returned to the Respondent unopened. No oral, facsimile, telephonic or e-mail proposals will be accepted.

3. Proposal Submittal Delivery

The documents submitted will be referred to as "Proposals." To be considered for participation, please deliver one (1) original and five (5) copies of your Proposal, along with two CD_ROMs or flash drives of the Proposal and all other information required by the NOA to the address below, in a sealed envelope or package, prior to the date and time requested. The outside of the package must clearly indicate the name of the project, i.e., "Operation of Concessions on the Chicago Riverwalk." Your name and address must also be clearly printed on the outside of the package.

Deliver your Proposals to:

Commissioner David J. Reynolds, Department of Fleet and Facility Management
30 North LaSalle Street- Suite 300, Chicago, Illinois 60602
Attention: Jennifer Muss

4. Transparency

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to the City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website or upon request.

Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") that Respondents desire remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this NOA Proposal."
3. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

5. Pre-Proposal Meeting

The Department, in conjunction with the Department of Procurement Services ("DPS"), will conduct a pre-proposal meeting on February 5, 2015, at 11:00 A.M. CDT at 30 North LaSalle Street, 2nd Floor Conference Room immediately followed by a site visit. All interested parties are welcome to attend. You must register to attend the site visit so the City can have appropriate safety gear available. The Phase 2 part of the Riverwalk is still an active construction area. It is highly recommended that construction boots are worn to the site visit. Shoes with open toes, or high heels are not appropriate. Warm clothing is strongly recommended. The City reserves the right to refuse entry into the construction area to any person who is not wearing acceptable shoes. Register for the site visit by emailing: michelle.woods@cityofchicago.org. Questions about appropriate footwear and similar issues relating to the tour may be sent to the same email address. The tour will last roughly two hours, spending approximately 20 minutes per area. City representatives will describe the program and answer questions. Respondents are to rely solely upon this NOA and any subsequent addenda in preparing their proposals; statements made at the pre-proposal meeting are not binding upon the City.

Interpretation and Questions Regarding the NOA

Attendance at the pre-proposal meeting is not mandatory. Should you require an interpretation or clarification of the NOA outside of the pre-proposal meeting, you must submit your question(s) via e-mail to:

Department of Fleet and Facility Management

30 North LaSalle Street- Suite 300
Chicago, Illinois 60602
Attention: Michelle Woods
E-mail: michelle.woods@cityofchicago.org

Only e-mailed questions will be accepted, and they must be submitted prior to 4:00 P.M. CDT on February 6, 2015. Written answers to the questions, as well as any clarifications, interpretations or changes to the NOA, will be provided in one or more addenda to the NOA. Addenda will be transmitted directly to Respondents that have registered as holders of this NOA. Register by sending contact information to michelle.woods@cityofchicago.org. Please be advised that you are not to rely on any explanation, clarification, interpretation, approval or answer made or given in any manner by any representative of the City other than a written addendum to this NOA. You must register in order to receive answers to written questions and any addenda that may be submitted for the NOA.

6. Minimum Qualifications

The standards stated below in this section provide the minimum requirements necessary for a Respondent to be found qualified for award of a License Agreement on the Riverwalk by the City. The City, in its sole judgment and discretion, will determine if a Respondent meets these requirements based on the Proposals submitted and the City's verification of the statements and facts stated in the Proposals.

Experience

Respondents must demonstrate sufficient experience in the successful operation of concessions in a mixed-use public space. Description of the services or retail programs being proposed for the Riverwalk are required along with any other locations for which the Respondent has been successful in offering the same services.

Outstanding Claims and Litigation

Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State of Illinois or any political subdivision of the State of Illinois. The City reserves the right to disqualify any Respondent or any constituent entity of a Respondent that has pending litigation or claims with the City. If a Proposal includes a subcontractor, sublessee or supplier that has pending litigation claims with the City, the City, in its sole authority and discretion, may determine that such litigation or claims may adversely affect the ability of the parties to work together effectively under the contract contemplated by the NOA and reject the Proposal on that basis.

7. City's Right to Cancel, Reject or Reissue this NOA

The City reserves the right to reject any or all Proposals, to invite new proposals or take such other course of action as the City deems appropriate at the City's sole and absolute discretion. More specifically, the City reserves the right to:

- Waive any informality in any Proposal or proposing procedure.
- Reject any portion(s) of a Proposal.
- Reissue the NOA with or without modification.
- Modify the offered space.
- Select multiple Proposals.
- Conduct simultaneous, competitive negotiations with two or more Respondents.
- Negotiate all Proposal elements.

Any one or more of the following causes may be considered sufficient for rejection of a Respondent's Proposal regardless of Respondent's qualifications with respect to the other Evaluation Criteria set forth in Section E below:

- Evidence of collusion among Respondents.
- Non-responsiveness as determined by the City in its sole judgment and discretion.
- Default or arrearage on any contract or obligation with the City or other government entity, including debt contract, as surety or otherwise.
- Submission of a Proposal that is incomplete, conditional, ambiguous, obscure or containing alterations or irregularities of any kind.
- Submission of a concession, attraction or programming concept determined by the City, in its sole discretion and judgment, to be inconsistent with the goals and objectives of the Riverwalk program.
- Evidence of improper lobbying efforts toward members of City Council and/or officers or employees of the City.
- Failure to comply with the terms and conditions of this NOA.

This list of causes is not exhaustive, and the City reserves the right to reject any Proposal in the City's sole and absolute discretion:

8. Withdrawal of Proposal(s)

Proposals may be withdrawn by written request to 2FM prior to the due date and time. Any withdrawal does not preclude the timely submission of another Proposal. After the due date, no Respondent will be permitted to withdraw its Proposal for a period of 15 calendar days.

9. Consent to Review and Verification

The City's determination of a Respondents' responsibility, responsiveness and qualification will be based on information provided by the Respondent in its Proposal, including its Economic Disclosure Statement and Affidavit ("EDS")(if and as requested by the City), interviews (if any) and other sources that the City deems pertinent to the assessment and verification of the information provided by the Respondent. A contract will not be awarded until the City has completed such assessment and verification. By submitting its Proposal, Respondent agrees to permit and cooperate with any such assessment and verification.

10. Interviews of Respondents

The City may, at its discretion, schedule one or more interviews with any Respondent to discuss specific issues related to a Proposal. The City will determine the dates and times of such interviews and Respondents will be given reasonable notice.

11. Costs of Proposals

All costs incurred by Respondents in preparation of its Proposal and participation in the procurement process through the award of a contract, if any, will be borne by the Respondents. The City is not responsible for any Respondent costs associated with this NOA.

12. Ownership of Proposals

All Proposals and any supplementary material that may be provided by Respondents or requested by the City will become and remain the property of the City.

13. Award and Execution of a Contract

The City intends to enter into a License Agreement with a qualified and responsible Respondent who, in the City's sole judgment, provides the best overall Proposal for a particular location. The City is not

required to select the Proposal with the highest projected compensation to the City. The City will select a Proposal based on all factors as described in Section E. Evaluation Criteria.

All timely responses to this NOA will be reviewed and evaluated by an evaluation committee appointed by the Commissioner, which will recommend to the Commissioner Respondent(s) for tentative award of a contract. Upon the Commissioner's concurrence, which concurrence is in the Commissioner's sole discretion, Commissioner has the authority by City Council to execute one or more License Agreements.

14. City Council Authority

The Commissioner has the authority to enter into one or more License Agreements for Concessions on the Chicago Riverwalk for a seasonal term pursuant to Section 2-51-050 of the Municipal Code of Chicago, as amended November 19, 2014. (Coun. J. p.98040)

15. Disclaimer

The information contained in this NOA, including any attachments, exhibits, appendices and addenda that may be issued, is provided to assist prospective respondents in the preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as may be necessary with respect to the conditions affecting this opportunity. The information provided in this NOA has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors are not liable for the accuracy of the information or its use by prospective respondents.

C. KEY BUSINESS TERMS AND GENERAL CONDITIONS

1. Roles of the City

As stated at the outset of this NOA, the City intends to award one or more License Agreements based upon the Evaluation Committee's favorable view and recommendation to the Commissioner for the operations of concessions at specific locations as depicted in Attachment A (each "Location"). The selected Licensee(s) will assume complete responsibility for the development and operations of their concession(s) on the Riverwalk for the 2015 Season.

The Department will oversee Riverwalk activities on behalf of the City, and coordinate on behalf of the Licensee(s) with other City departments on matters from regulatory compliance and permitting to programming events and other activities. Design Criteria and Construction Procedures for the Location(s) are explained in the License Agreement Exhibit B.

2. Compensation

For each of the Locations that the Respondent proposes to operate at, it must include a location-specific plan proposal for a Minimum Annual Guarantee ("MAG"). A supplemental Revenue Fee, as described hereunder, will also be well received for its operations at the Location.

In consideration of the rights and privileges to be granted to the selected Respondent by the City, the selected Respondent will pay a fee ("Seasonal License Fee") to the City in accordance with the terms and conditions of the License Agreement. Seasonal License Fee means all amounts payable by selected Respondent as set forth in the License Agreement, including but not limited to the MAG and the Supplemental Revenue Fee.

Minimum Annual Guarantee

The MAG is the base amount proposed by the Respondent for use of the necessary space on the Riverwalk for its operations per month. Respondent is required to propose a MAG to be paid to the City per month based upon a dollar amount per square foot for use of the Location.

Supplemental Revenue Fee

The Supplemental Revenue Fee can be in addition to the MAG and is a proposed percentage of gross revenues generated from the Location.

The actual compensation and calculations thereof are based on the selected Respondent's Proposal and are subject to negotiation as further described below.

Each Respondent is encouraged to propose a percentage of gross revenues it anticipates from the specific Location for the Season. The proposed percentage will be applied to annual gross revenues for the Location. Respondent must include an explanation of how it arrived at its estimate for the Location specific gross revenue projections.

For License Agreements entered into pursuant to this NOA the selected Respondent will be required to provide a certified financial statement from a CPA no later than December 15, 2015, to determine the annual gross revenue and the Supplemental Revenue Fee due. The Supplemental Revenue Fee would then be paid no later than December 15, 2015.

For License Agreements entered into pursuant to this NOA the proposed MAG will be due on a monthly basis on the first of each month of the Season.

If the Proposal is not expected to generate revenues of any kind, please explain how the programming is going to draw people to the Riverwalk and assist the City in creating the Riverwalk as a downtown destination. Please also indicate if you believe your programming will promote other vendors located on the Riverwalk. Include any data available or projections on how your proposal can provide an indirect financial benefit to the City.

The MAG and Supplemental Revenue Fee must be proposed, either typed or hand-printed in ink, in the Proposal form, as required in ATTACHMENT D. Respondent must indicate the corresponding Location number and provide separate proposal forms if it is submitting a proposal for multiple Locations.

3. Operations and Maintenance

Operating Hours

Consistent with City public park hours and Section 10-36-145 of the Municipal Code of the City of Chicago, the City expects the Riverwalk to be open to the public from 6 am to 11 pm, 7 days a week, 365 days a year, with seasonally-appropriate concession operating hours. Concessionaires will be required to commit to a specific schedule of operating hours. For the purpose of this NOA, the Season is May 3, 2015- November 1, 2015.

Operational Requirements

Operational requirements for the facility will include, but not be limited to the following:

The City expects that concessions will be offered seven (7) days a week throughout the Season. Hours of operations are specific to the concession being offered and will be listed individually in each specific License Agreement.

The City will provide: landscaping maintenance, janitorial services, cleanup in the event of flooding, and trash collection in the common areas.

The Licensee(s) will maintain the Riverwalk, all equipment and other personal property neat, clean, in good order and good operating condition. The Licensee will ensure that the facility is, at all times, clean, attractive and sanitary. The Licensee is expected to secure their site and items contained within the site.

Trash collection and disposal will also be the responsibility of the Licensee. The City has high standards for its public spaces and wants to ensure good working order of the included amenities. In order for the Riverwalk to be appealing to the public, it must be clean and safe.

Storage and Delivery

On-site storage will be limited, although opportunities for the development of storage and back-of-the-house space along the Riverwalk will be discussed during negotiations with selected Respondents. Attachment A shows delivery locations. For Locations within Phase 1 east of Michigan Avenue, Lowest Level Wacker Drive is an area for temporary loading and unloading of materials and supplies. For Locations west of Michigan Avenue, there is space as shown in Attachment A for temporary parking and loading and unloading of materials and equipment between Michigan Avenue and Wabash Avenue.

Public Access

An eight foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner.

The restrooms in the Marina and the Cove, as described hereunder, have been designated as public restrooms; use may not be limited to customers only. The restrooms will be maintained by the City.

City Reporting Requirements

The City expects that the Concessionaire will comply with City reporting requirements, including but not limited to: estimated customers (both paying and non-paying), sales and revenue reports, and average retail sales by square feet.

4. Construction Projects

The available areas within the Riverwalk will be completed as rough space. Because of the short length of the season, the City does not expect capital construction projects to be included in proposals. However, utility connections and other improvements are anticipated. The Operators will be required to create a layout and build-out plan for construction projects within the site. All applicable permits are required. Plans for the build-out will require the approval of the Commissioner.

5. Utilities

Approximate locations of utility are shown in Attachment A. The Respondent may propose to connect into or extend the utilities to any or all parcels within Riverwalk. Utilities for the parcels are intended to be separately metered. The Licensee must comply with all applicable building code requirements and must obtain any required permits. Proposals should clearly indicate if their proposed operations require separate equipment specifically related to their particular operations. Connections will need to be made for all applicable utilities including but not limited to; electric, natural gas, water and telecommunications.

The City will negotiate with the Respondent regarding who will pay for all utilities necessary for the operation of the Riverwalk. Proposals that include all charges including, without limitation, deposits, installation costs, connection charges, meter deposits and service charges paid for by the Licensee, regardless of whether the utilities are furnished by the City or another utility provider, will be viewed

favorably. The City makes no promise on the availability of utilities at any location within the Riverwalk and is willing to negotiate utilities costs during the 2015 season with Respondents. The City may be willing to incur costs for providing electricity.

6. Compliance with Public Accommodation Laws

The Operator must comply in all respects with applicable building codes, laws and regulations regarding non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act of 1990, as amended ("ADA"), and all regulations issued to implement ADA.

An eight foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner.

7. Insurance Requirements

The License Agreement will require that the Licensee maintain workers' compensation, commercial liability (including product liability), automobile liability and builder's risk insurance throughout the term of the License Agreement. Coverage must be sufficient and appropriate for intended purposes of Riverwalk; the City, in its sole discretion, will determine the minimum levels of coverage required. All insurance policies will name the City as an additional insured on a primary non-contributory basis.

8. Letter of Credit

Following notice that its proposal has been selected, Respondent must provide the City with an irrevocable, unconditional, direct pay letter of credit issued by a financial institution in a form acceptable to the Commissioner and approved by Corporation Counsel, in the City's sole and exclusive discretion, naming the City of Chicago, Department of Fleet and Facility Management as the sole beneficiary ("Letter of Credit") for the term and for each Location from which Respondent will operate a concession. The Letter of Credit must be received by the City no later than 15 calendar days after Respondent receives notice of selection. If Respondent fails to furnish the Letter of Credit within 15 calendar days, or within any extension the Commissioner grants, the Commissioner may rescind the selection or terminate the License Agreement, in which case the license terminates.

The Letter of Credit will be in an amount determined by the City in its sole discretion based primarily on the nature of the operations at the Location and the Special License Fee (including the MAG and the Supplemental Fee). The Letter of Credit will be used to ensure the faithful performance by Respondent of all provisions of the License Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Respondent's acts or defaults under the License Agreement and for payment by Respondent of any penalties, liens, claims and taxes due the City which arise by reason of Respondent's acts pursuant to the License Agreement.

The Letter of Credit called for in the License Agreement must be issued by companies or financial institutions which are authorized to do business in the State of Illinois, and which have an office in the City of Chicago where the City may draw on the Letter of Credit. The Respondent shall not operate any Concession as provided for in the License Agreement until a satisfactory Letter of Credit is in place, effective, and delivered to 2FM. The Department reserves the right to stop Respondent from operating as provided for in the License Agreement unless a satisfactory Letter of Credit is in place and effective.

If the financial condition of the issuer of a Letter of Credit materially and adversely changes, the Commissioner, in his or her sole discretion may, at any time, require that such Letter of Credit be replaced with a Letter of Credit consistent with the requirements set forth in this Section.

D. PROPOSAL REQUIREMENTS

Overview

Hard copies of the Proposals must be bound; all versions of the Proposals must include the following items organized and tabulated in the order stated below:

1. Cover/Transmittal Letter
2. Executive Summary
3. Site Specific Concessions Operations Plan
4. Qualifications and Experience Statement- including 3 Professional References
5. Compensation Schedule
6. Projected Annual Sales, Net Income and Cash Flows
7. Opinion of Legal Counsel
8. Exceptions
9. Other Information
10. Executed Proposal Affidavit
11. Business Information Statement
12. EDS Certificate(s) of Filing
13. Financial Statements
14. Insurance

1. Cover/Transmittal Letter

The letter must provide a return mailing address, contact person (with telephone number and e-mail address) and any pertinent details of the Proposal that the Respondent chooses to emphasize.

2. Executive Summary

Respondent must provide an executive summary which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity; if the Respondent is a new team being assembled for the purpose of responding to this NOA, describe how the various members of the team will coordinate to achieve the City's goals for the Riverwalk;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel;
- E. Respondent must identify any exceptions or objections it has to the City's sample License Agreement ("LA"), a copy of which is attached hereto as Attachment B. The City may from time to time revise the LA; because of the short term of the Season, any changes are not anticipated. The City will not

accept or entertain any exceptions or objections to the LA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the LA.

Respondents, including any individuals or entities that are partners or members in a joint venture, LLC or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, or filed online, or complete the EDS if files in paper format. If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS. In addition, the City may require additional EDS documentation from any entities involved in the operation.

Note that the EDS forms are to be included in the Proposal.

3. Site-Specific Concession Operations Plan

For each of the Locations that the Respondent proposes to operate at, it must include a Location specific plan including documentation that describes Respondent's plans for providing food & beverage, recreational, cultural and/or educational concessions.

This section should include but is not limited to the following:

- Concession
 - ❖ Detailed description and explanation of the service of concession being proposed for the Location
 - ❖ Site plan, including square footage and layout
 - ❖ Design plan of site with proposed concession, including detailed description of look and feel especially in context with Riverwalk District
 - ❖ Design of furniture and/or any other amenities being proposed for the Location
 - ❖ Explanation of how Proposal complies with the Riverwalk Guidelines in Attachment C
 - ❖ Explanation of how the Proposal provides a unique Chicago experience on the Chicago River
- Implementation Plan
 - ❖ Improvements Respondent will make to prepare the location for operations
 - ❖ List of utility connections that are necessary or ideal for coordination with City
 - ❖ Description of furniture and any amenities being brought to the site will complement the daily operations of the concession being proposed
 - ❖ Local hiring plan for staff
 - ❖ Proposed schedule for set-up prior to beginning operations for the 2015 Season and tear down after the 2015 Season
- Operations Plan
 - ❖ Hours of Operation
 - ❖ How concession being proposed will activate the space
 - ❖ Proposed schedule of deliveries
 - ❖ List of daily, weekly and monthly needs from City

- ❖ Explanation of how Concession complies with Guiding Principles of the Riverwalk
 - ❖ Explanation of how Concession enhances Riverwalk experience and is consistent with the aesthetic and historic nature of the site
- **Green-Sustainability Plan**
 - ❖ Development and implementation of an environmentally friendly plan of daily operations, including but not limited to recycling program
 - ❖ Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife
 - ❖ Landscaping where possible that provides a strong feeling of nature and greenery in an urban context to supplement existing landscape of the Riverwalk

4. Qualifications and Experience Statement

Respondents must clearly demonstrate relevant experience in the operation and management of concessions in similar facilities to the Chicago Riverwalk, waterfronts, parks, publically accessible open spaces and other recreational, cultural, educational designations etc. (“Services”). Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Specific experience and resumes of the individuals who will be directly involved in the daily operations of concessions on the Riverwalk are also requested.

Please provide at least three (3) references that are familiar with Respondent's current operations. The City prefers that Respondents provide individuals that are the Respondent's primary contact for day-to-day issues in their operations. The format for references is provided in Attachment E.

5. Compensation Schedule

Please use the form provided as Attachment D- Compensation Schedule.

6. Projected Sales, Projected Expenses, Net Income and Cash Flow Statements

The historical information available to the City regarding the sales and revenue from the City's and Chicago Park District's operations along the Chicago River is provided above.

Respondents are to provide a good faith estimate of the expected annual gross sales, cost of sales, operating expenses, net income and cash flow for the Season.

7. Opinion of Counsel

The opinion of Respondent's legal counsel must state whether or not any litigation is pending or contemplated that could affect the Respondent's ability to implement its Proposal.

8. Other Information

Respondents should use this section to provide any other information that it believes would be helpful in evaluating its ability to successfully develop and operate Riverwalk.

9. Conflicts

If applicable, Respondent must provide a statement and information regarding conflicts of interest as described in the Evaluation Criteria.

10. Exceptions

If you take exception to any requirements of this NOA, including its attachments, please provide them at the tab indicated. Please provide the requirement, nature of the exception and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not connote agreement to any exceptions stated by a Respondent, but does indicate the City's desire to reach mutually agreeable terms through negotiation. The City will not accept any exceptions to any requirements set out in this NOA during contract negotiations that were not raised in the Proposal.

11. Proposal Affidavit

The form of the affidavit is provided in Attachment I. Respondent must include an executed Proposal Affidavit with its Proposal acknowledging that: a) Respondent has received all sections and materials comprising the NOA, including any addenda; b) the Proposal is based on all of the terms and conditions stated in the NOA; and c) the Respondent agrees to develop and operate concessions on the Riverwalk in the manner stated in its Proposal. Alterations, additions or any other modification to the form of the Proposal Affidavit will not be accepted and may result in rejection of the Proposal.

12. Economic Disclosure Statement and Affidavit ("EDS")

The Business Information Statement does not supplant, supersede or otherwise replace the EDS required by the Chicago Municipal Code and Illinois statute. Respondents, including any individuals or entities that are partners or members in a joint venture, LLC, or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, if filed online, or complete EDS if filed in paper format.

The on-line EDS is found at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

For the purposes of completing an EDS for this NOA, the "Requesting Department" should be 2FM.

13. Financial Statements

Respondents must submit the following financial statements to the City; Complete financial statements including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the most recent three (3) complete financial statements. Footnote disclosures must accompany the year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be provided; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

If the proposing entity is a subsidiary of another entity, then the financial information described in the preceding paragraph must be provided for the parent entity.

For Respondents who organize or intend to organize as a corporation, partnership, LLP, LLC or joint venture specifically to respond to this NOA, complete financial information as described above must be submitted for each majority-in-interest partner, LLC/LLP member, joint-venture partner or shareholder.

The City reserves the right to obtain, at its own expense, a Dun and Bradstreet report or other credit report on Respondent, its partners, affiliates and team members, to facilitate financial evaluation of the Proposal.

14. Insurance

Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Attachment G. Additional insurance may be required based upon the nature of the proposal.

E. EVALUATION CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Commissioner. The Evaluation Committee will make a recommendation to the Commissioner regarding award of the Agreement to a qualified Respondent that offers the most favorable Proposal to the City for any Location or Locations. Upon concurrence by the Commissioner, the City will enter into contract negotiations with that Operator. In the event that the City and Operator are unable to conclude negotiations on the terms and conditions of the License Agreement, the City may initiate negotiations with another Respondent offering the next most favorable Proposal for such Location (s) as determined by the City.

The City reserves the right to seek additional information from any or all Respondents responding to the NOA including, without limitation, meeting with one or more Respondents. The City also reserves the right to identify finalists and conduct interviews of those finalists prior to recommendation by the Evaluation Committee. The specific evaluation criteria are listed below.

Site Specific Concession Operations Plan

20 points

The Committee will consider the Respondent's proposed plan of operations and amenities proposed for the Location, including:

- The types of services offered
- Hours of operation
- The fees it proposes to charge the public
- The aesthetics of the proposed amenities
- The quality and creativity of the Respondent's plan for the development of the Location
- Promotion of tourism that is in the best interest of the City
- Maintenance and cleanliness of the Location as well as ideas to beautify the Location, (i.e. landscaping, seating areas etc.)
- Food and beverage, recreational, cultural and educational services that provide an experience that are unique and along with the Guiding Principles of the Riverwalk.

Qualifications of Respondent Experience and Qualifications

10 points

The Committee will consider the Respondent's experience and qualifications based on an assessment of:

- Number of years of operation of such service
- Number of customers and experience in previous years
- Experience level and number of Respondent's employees
- Local hiring plan for seasonal staff

Green Sustainable Plan

5 points

The committee will evaluate the proposal to maintain the Location using environmentally friendly methods and to protect the Chicago River and its wildlife, including but not limited to

- Use of energy efficient amenities
- Development and implementation of an environmentally friendly plan of daily

- operations, including recycling program for the Location
- Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife
- Collection and disposal of all trash and recycling, including providing receptacles for recycling and picking up all loose or blowing trash
- Landscaping where possible/applicable that provides a strong feeling of nature and greenery in an urban context

Compensation to the City

5 points

Evaluation of this criterion is based on the MAG and the Supplemental Revenue Fee proposed and the explanation of how the estimate of annual gross revenues generated from the location was determined. If the Respondent is a certified not-for-profit or educational institution, please respond with a proposal on compensation that fits your appropriate business model and explain how your proposal will draw people to the Riverwalk.

Projected Annual Sales, Net Income and Cash Flows

2 points

Evaluation of this criterion is based on the Respondent's projected annual sales and estimated net income and cash flows for the 2015 season. If the Respondent is a certified not-for-profit or educational institution, please respond with a proposal on compensation that fits your appropriate business model and explain how your proposal will draw people to the Riverwalk.

Financial Capacity & Legal

Respondent Organization & Financial Statements

3 points

The Evaluation Committee will assess the company organization and financial condition of the Respondent and if applicable, equity owners, and entity in the chain of ownership. The evaluation Committee will consider the completeness and accuracy of each Respondent's Proposal.

Legal Actions

Pass or Fail

The Evaluation Committee will consider any and all material legal actions, losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses suffered or incurred and arising from or in connection with Respondent's operations, and if applicable, equity owners and any entity in the chain of ownership.

Conflict of Interest.

Pass or Fail

The Evaluation Committee will consider any information regarding a Respondent, including information contained in a Respondent's proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has done any work for the City in researching, consulting, advising, drafting, or reviewing this NOA or any work related to this NOA, such Respondent may be disqualified from further consideration.

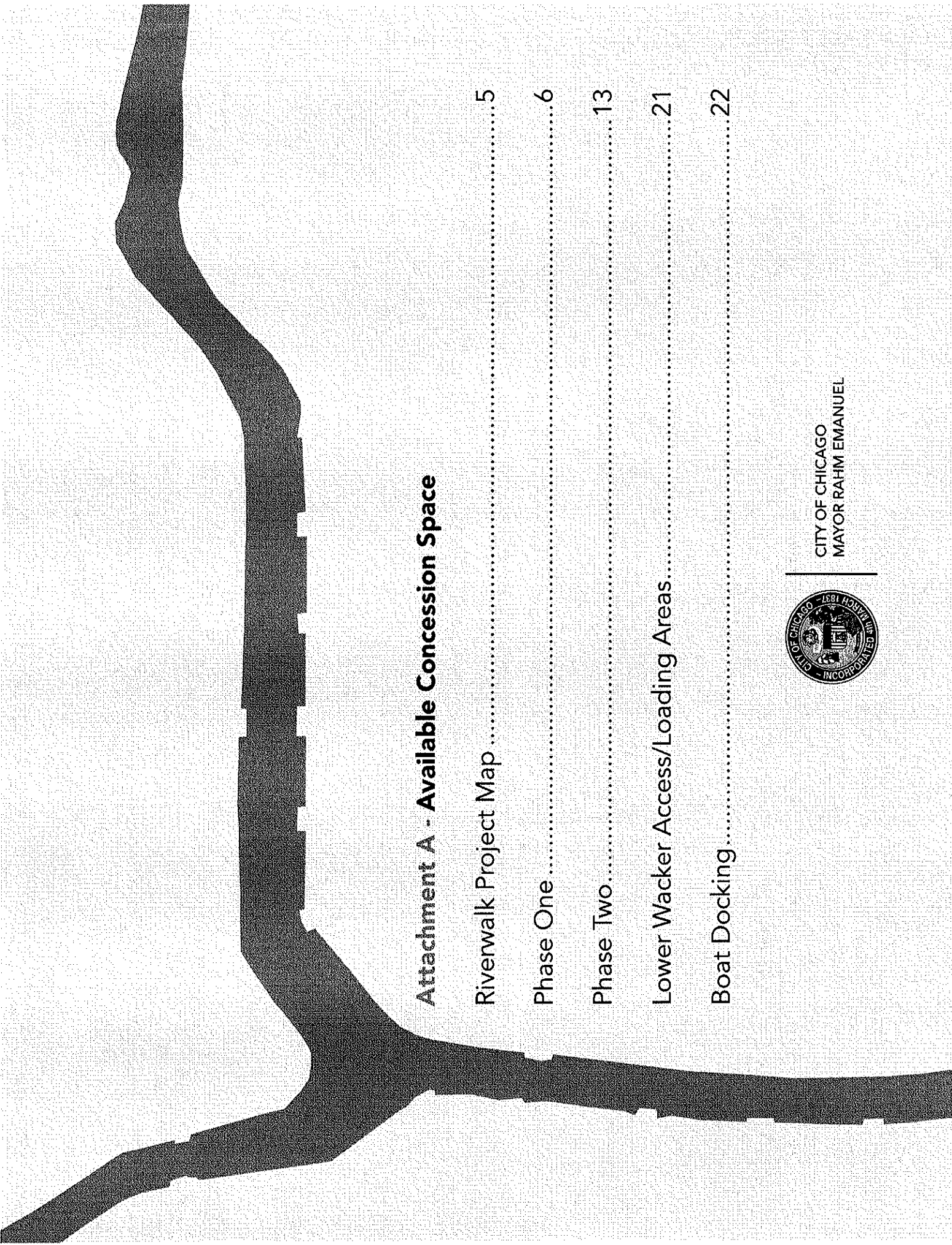
ATTACHMENT A: MAPS AND DIAGRAMS

All dimensions and configurations shown in Attachment A are approximate and subject to change.
Attachment A follows, remainder of page intentionally left blank.

CHICAGO RIVERWALK

Attachment A - Available Concession Space 2015 Season





Attachment A - Available Concession Space

Riverwalk Project Map5

Phase One6

Phase Two.....13

Lower Wacker Access/Loading Areas.....21

Boat Docking.....22



CITY OF CHICAGO
MAYOR RAHM EMANUEL

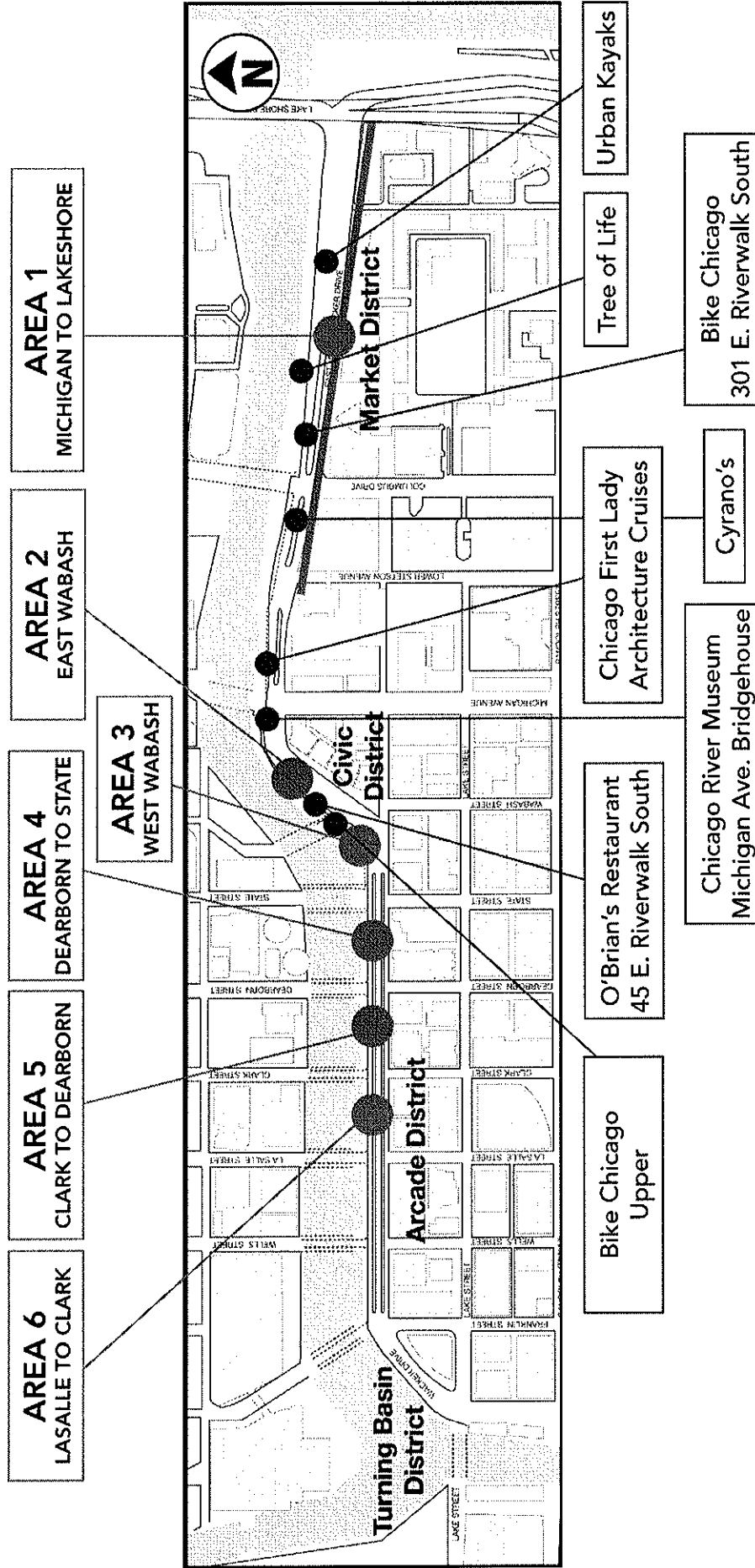
CHICAGO RIVERWALK

RIVERWALK PROJECT MAP



CHICAGO RIVERWALK

RIVERWALK CONCESSION PROGRAM 2014



CHICAGO RIVERWALK

PHASE ONE EAST OF MICHIGAN AVENUE



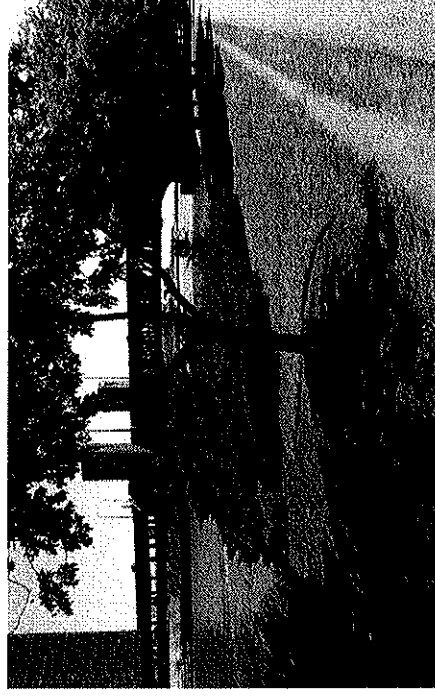
CHICAGO RIVERWALK

PHASE ONE - AREA 1 EAST OF MICHIGAN

Location	Chicago Riverwalk, Riverwalk space directly east of Michigan Avenue to Columbus Ave.
Uses	Retail, Commercial boat docks, cafes, food trucks, etc.
Completion Date:	1970's - 2009
Gross Available Area (SF)	To be determined by respondent
Back of House	Lowest Level Wacker
Boat Docking	Sites east of Columbus to be considered
Other Delivery Options	Off Peak Truck delivery on Upper Wacker Drive (12am - 6am)
Utilities	Utilities would need to be brought to the site

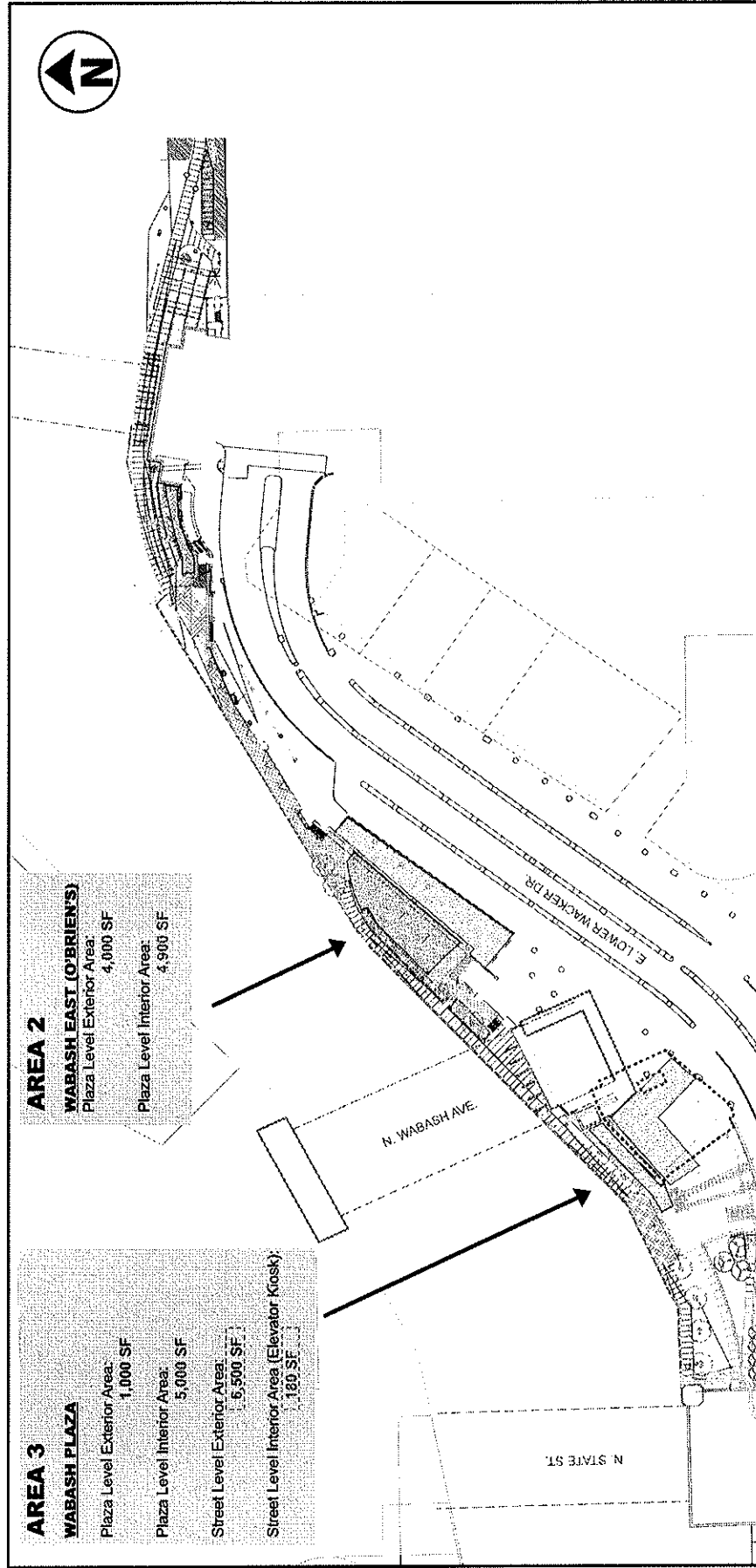
NOTE: Parcels available are dependent upon the number of proposals received and square footage requirements of proposals.

There is no existing permanent build-out space owned by the City of Chicago in this section as in other areas.



CHICAGO RIVERWALK

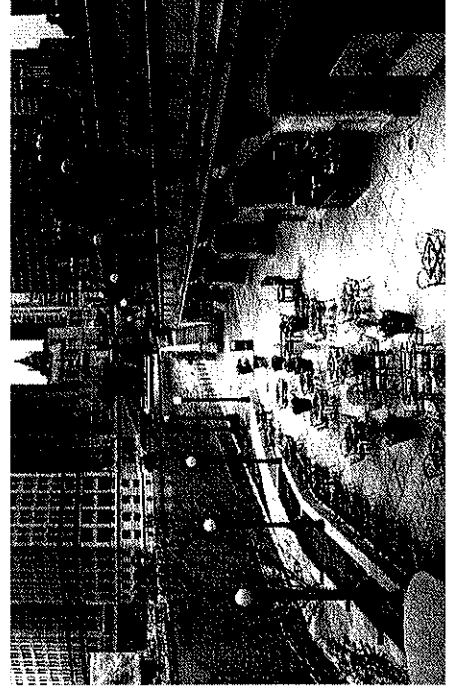
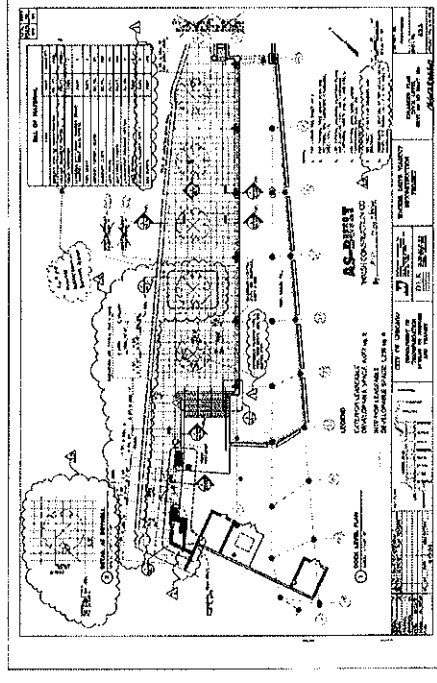
PHASE ONE - AREA 2 STATE TO MICHIGAN



CHICAGO RIVERWALK

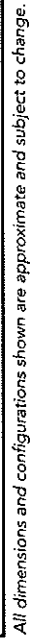
PHASE ONE - AREA 2 EAST WABASH

Location	45 Chicago Riverwalk, Previously O'Briens Space directly east of Wabash
Uses	Restaurant, café, etc.
Completion Date:	2009
Gross Available Area (SF)	11,315 SF of Total Developable Area <ul style="list-style-type: none"> 5,258 SF of interior area 6,057 SF of exterior area with option to enclose
Vertical Build-out Maximum (Floors)	Main Riverwalk Level and Upper Wacker Drive (2)
Back of House	Back of House Location 1
Boat Docking	N/A
Other Delivery Options:	Off Peak Truck delivery on Upper Wacker Drive (12am – 6am)
Utilities	Electrical, water, sanitary and storm drainage utility infrastructure available; gas lines available.



DEVELOPABLE SPACE - PHASE ONE - AREA 2

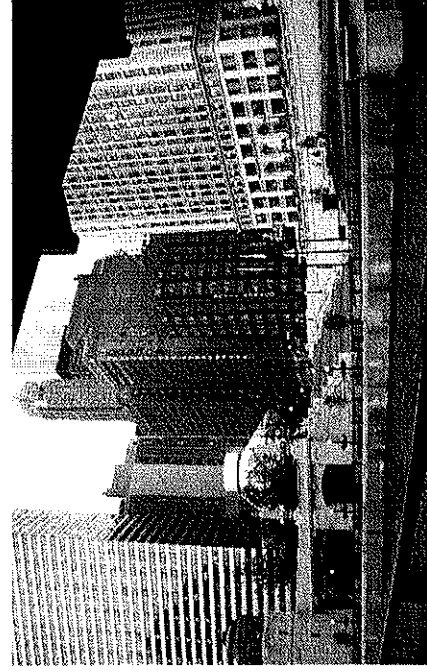
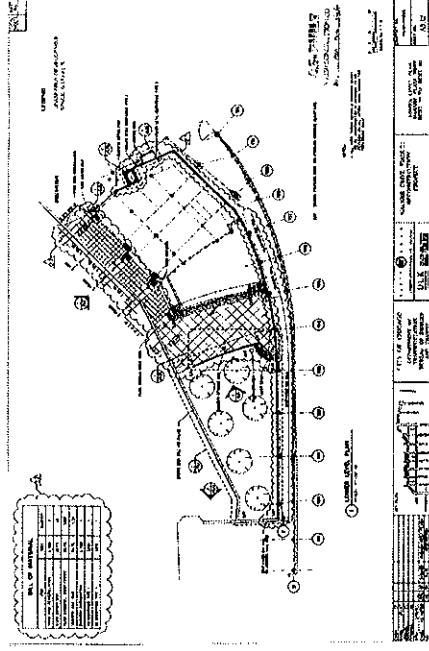
STATE TO MICHIGAN

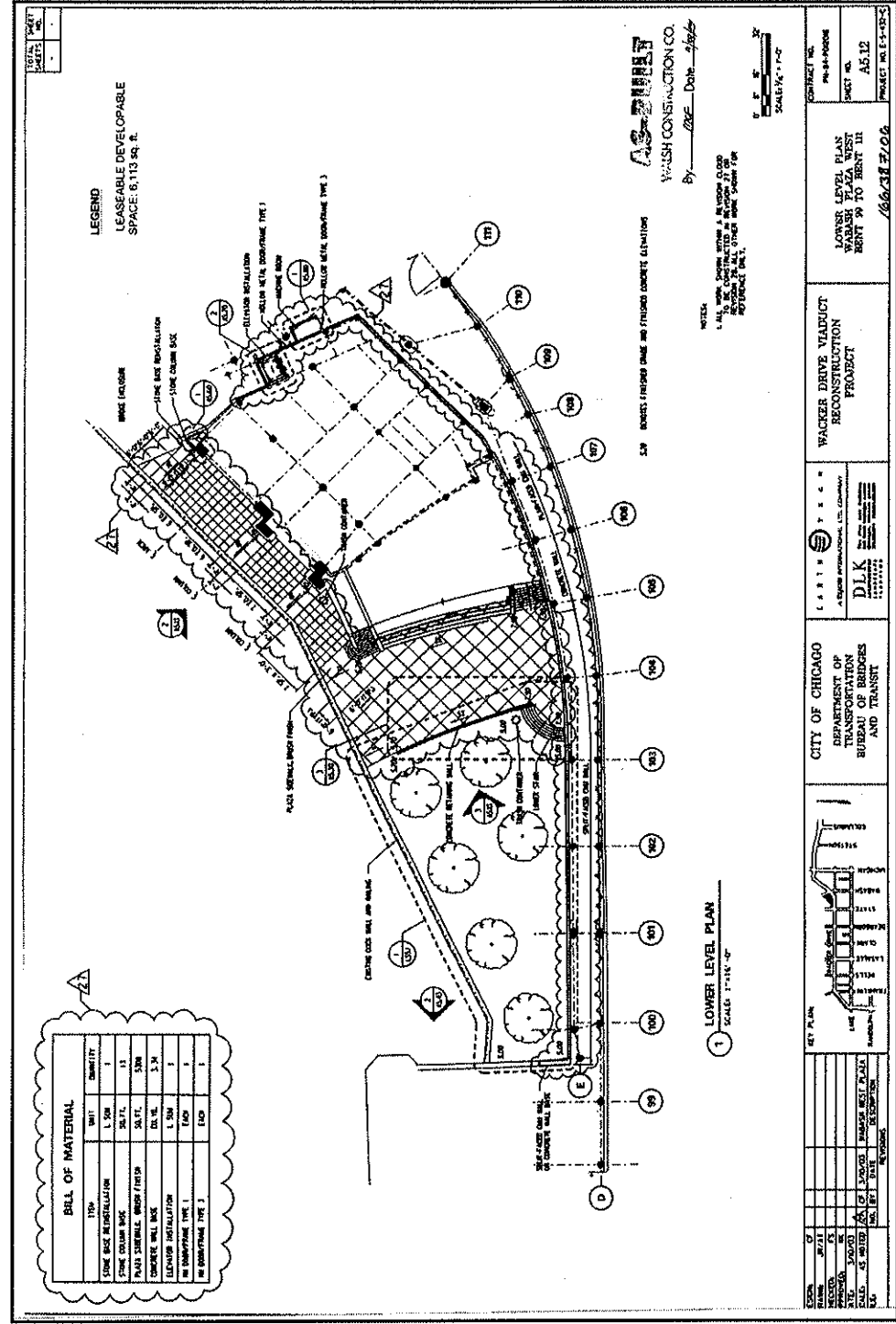


CHICAGO RIVERWALK

PHASE ONE - AREA 3 WEST OF WABASH

Location	Chicago Riverwalk, Space directly west of Wabash and next to Vietnam Memorial
Uses	Restaurant, café, gallery, recreational rentals
Completion Date:	2009
Gross Available Area (SF)	6,113 SF of Total Developable Area <ul style="list-style-type: none"> • 6,113 SF of interior area • 0 SF of exterior area
Back of House	Back of House Location 1
Boat Docking	N/A
Other Delivery Options:	Off Peak Truck delivery on Upper Wacker Drive (12am – 6am)
Utilities	Electrical, water, sanitary and storm drainage utility infrastructure available; gas lines available.





All dimensions and configurations shown are approximate and subject to change.

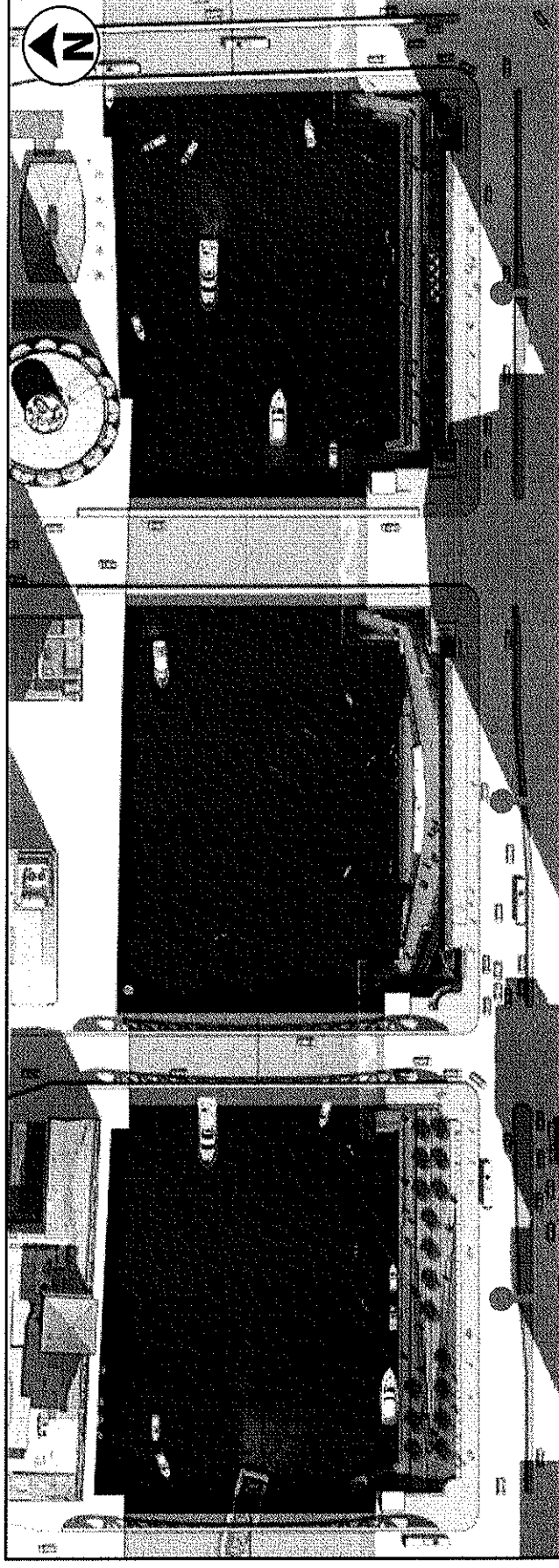
CHICAGO RIVERWALK

PHASE TWO - AREAS 4,5 & 6 DETAIL DESIGN

AREA 6

AREA 5

AREA 4



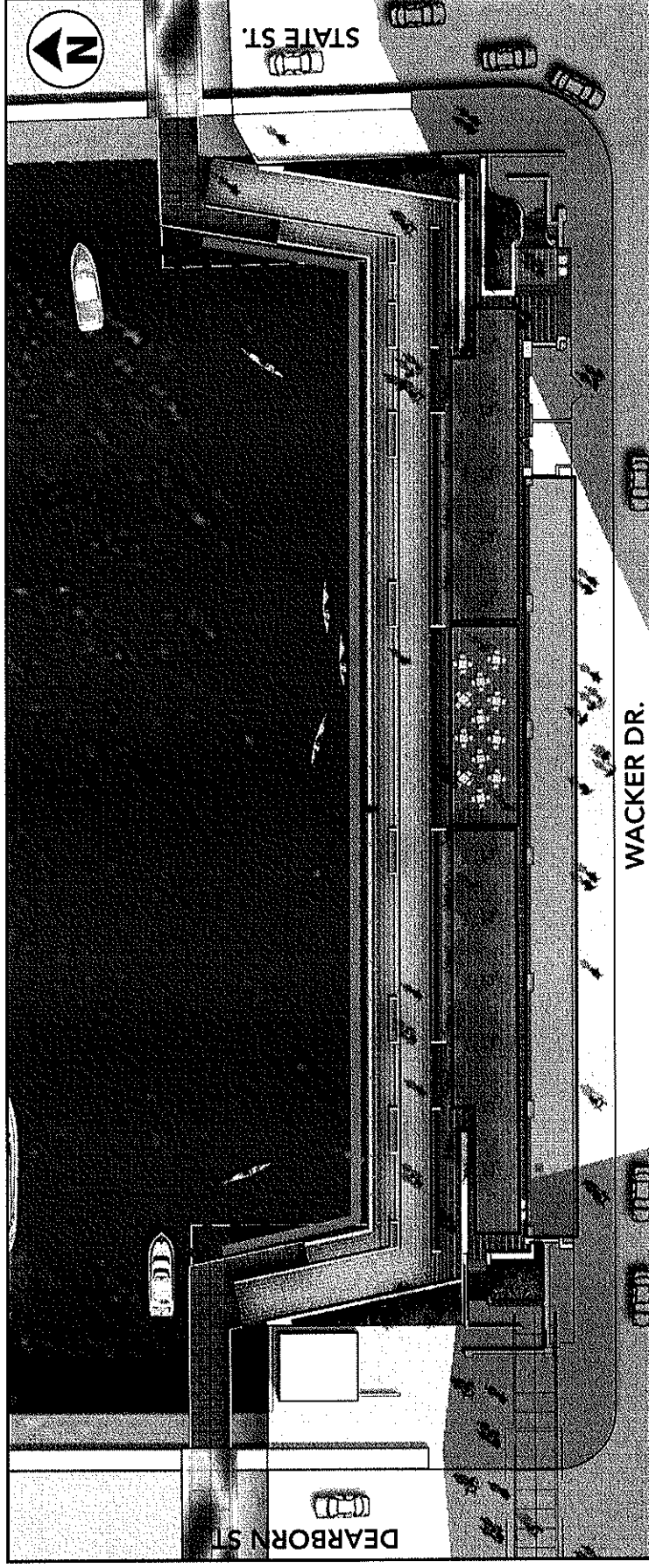
THE RIVER THEATER

THE COVE

THE MARINA PLAZA

CHICAGO RIVERWALK

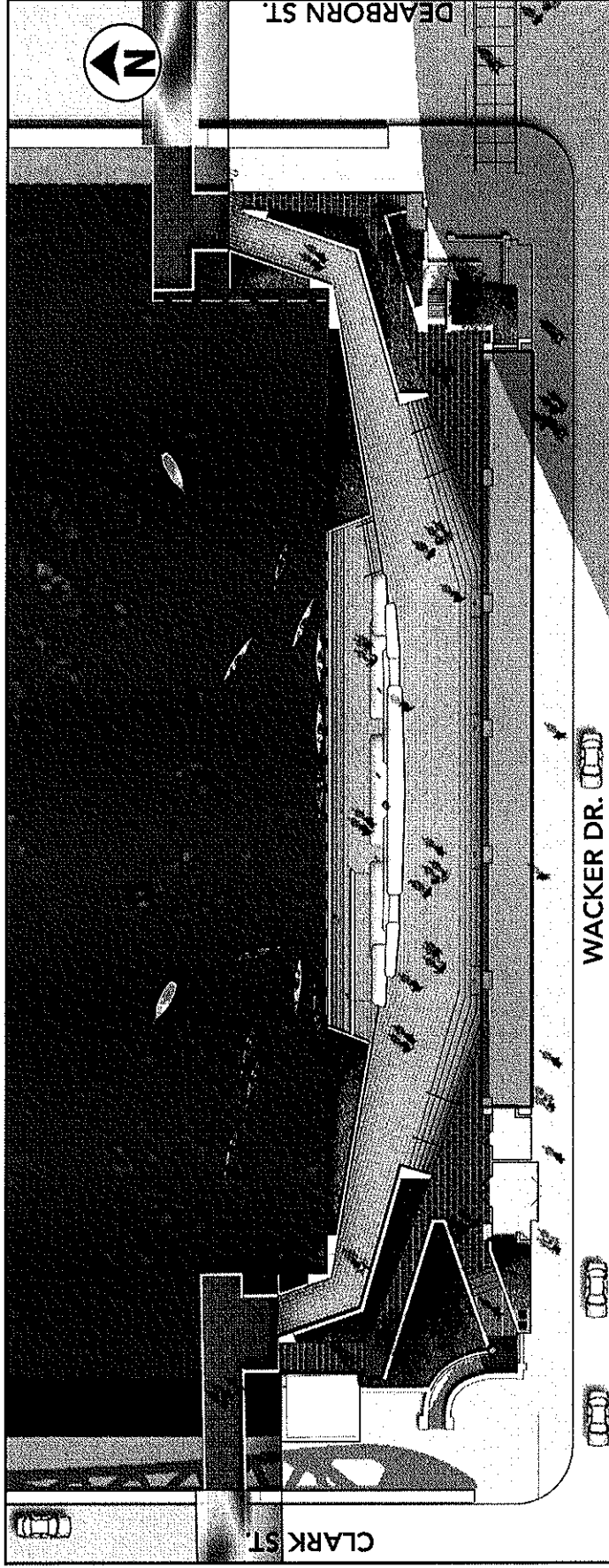
THE MARINA PLAZA - PHASE TWO - AREA 4 SPACE AVAILABLE



EXTERIOR AVAILABLE SPACE (PLAZA): 4,700 SF
INTERIOR AVAILABLE SPACE (ARCADE): 1,750 SF
TOTAL AVAILABLE SPACE: 6,450 SF

CHICAGO RIVERWALK

THE COVE - PHASE 2 - AREA 5 SPACE AVAILABLE

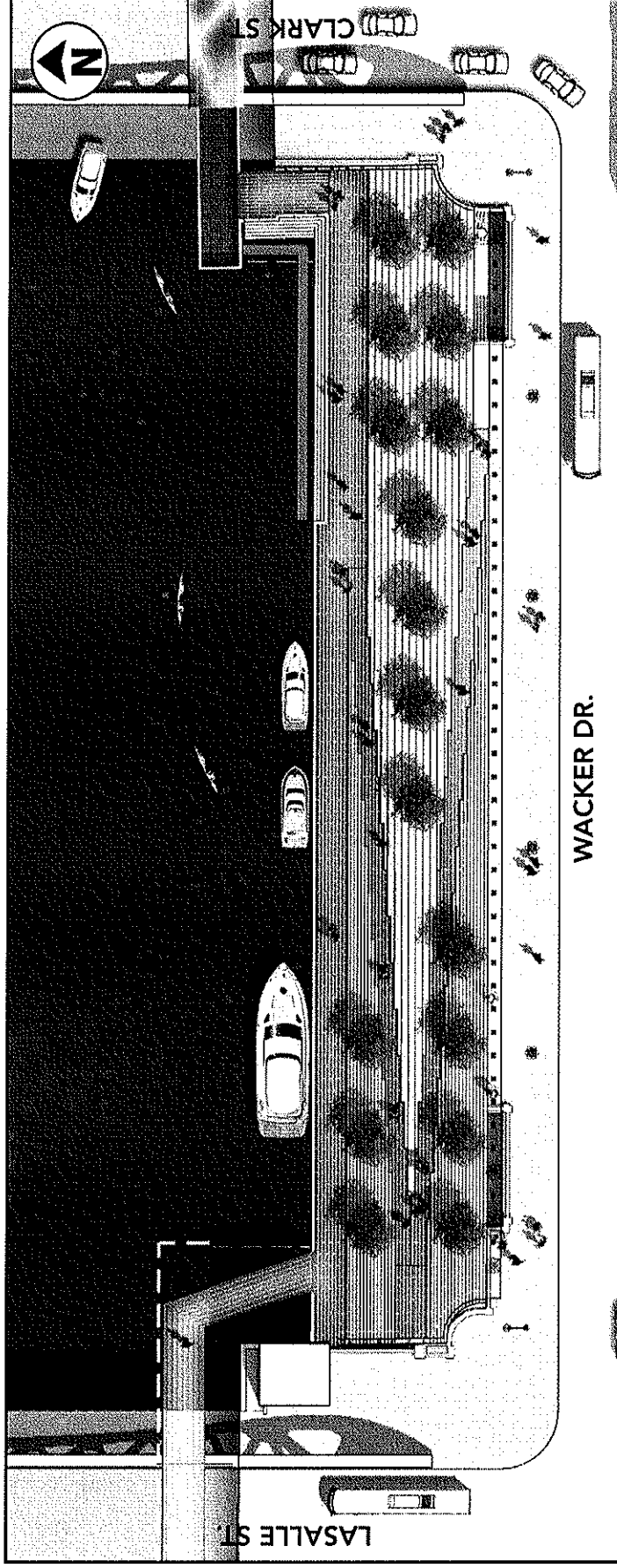


EXTERIOR AVAILABLE SPACE (PLAZA): 0
 INTERIOR AVAILABLE SPACE (ARCADE): 1,750 SF
 TOTAL AVAILABLE SPACE: 1,750 SF

BOAT DOCKING NOT ALLOWED
 ONLY HUMAN-POWERED WATER CRAFT
 SAFE HAVEN

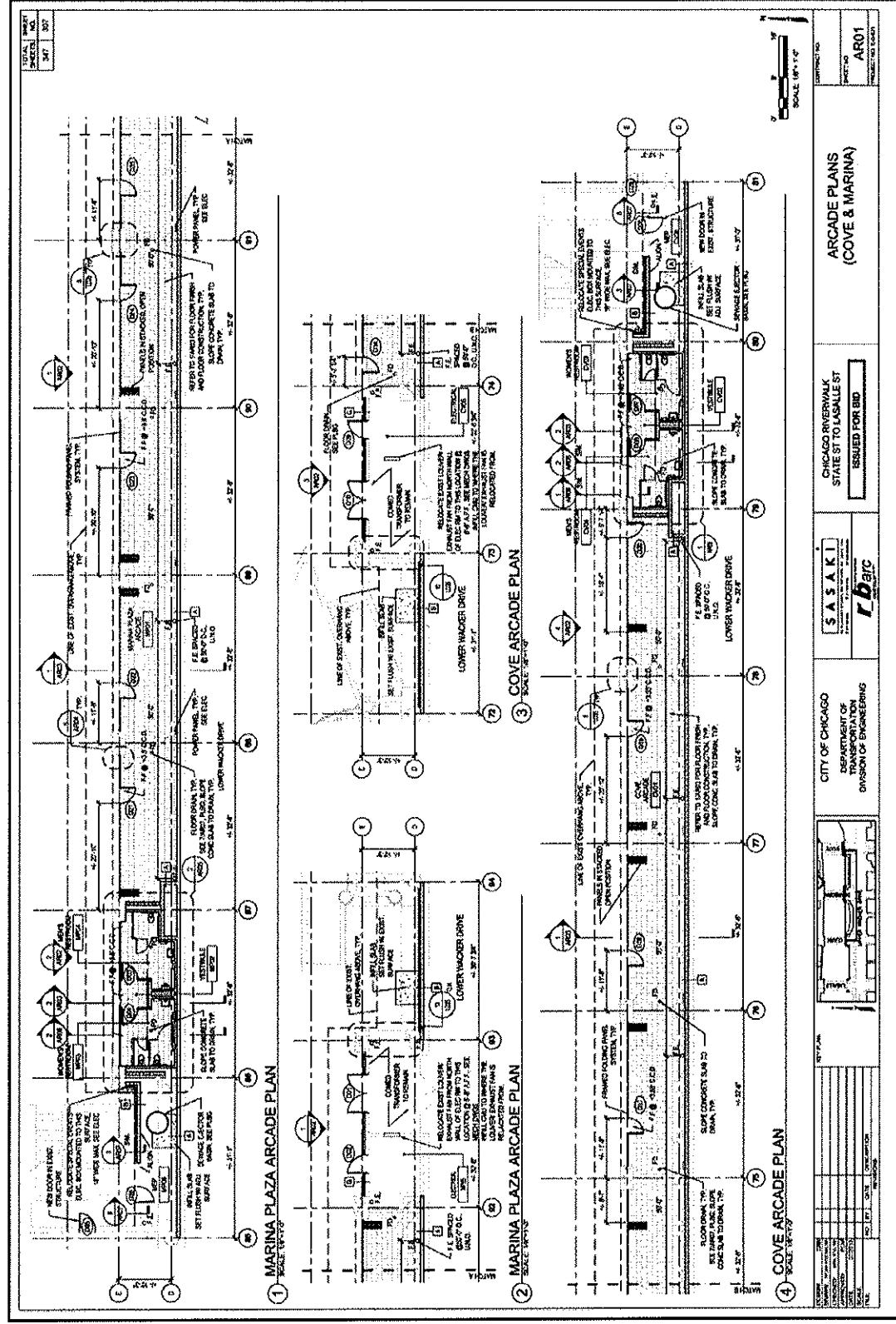
CHICAGO RIVERWALK

RIVER THEATER - PHASE TWO - AREA 6 SPACE AVAILABLE FOR DEVELOPMENT



EXTERIOR AVAILABLE SPACE (PLAZA): 0
 INTERIOR AVAILABLE SPACE (ARCADE): 0
 TOTAL AVAILABLE SPACE: 0

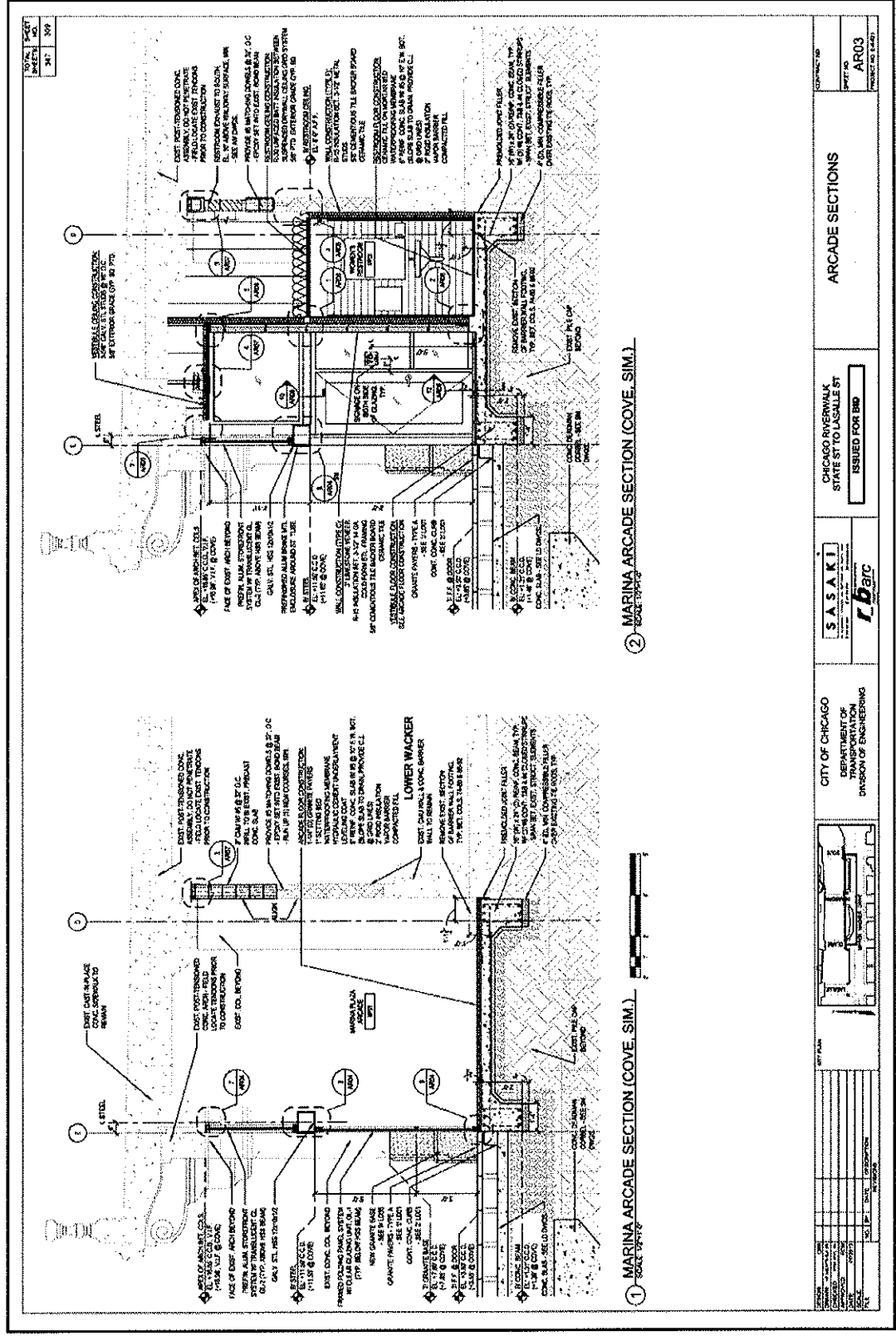
BOAT DOCKING (WATER TAXI OR BOATS): 90 LF



ARCHITECTURAL DRAWINGS

PHASE TWO

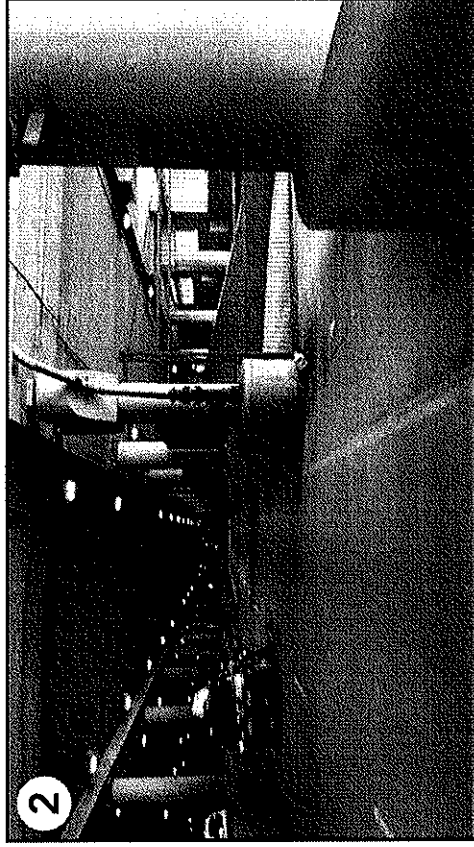




Access to this location is from west bound Wacker Drive.



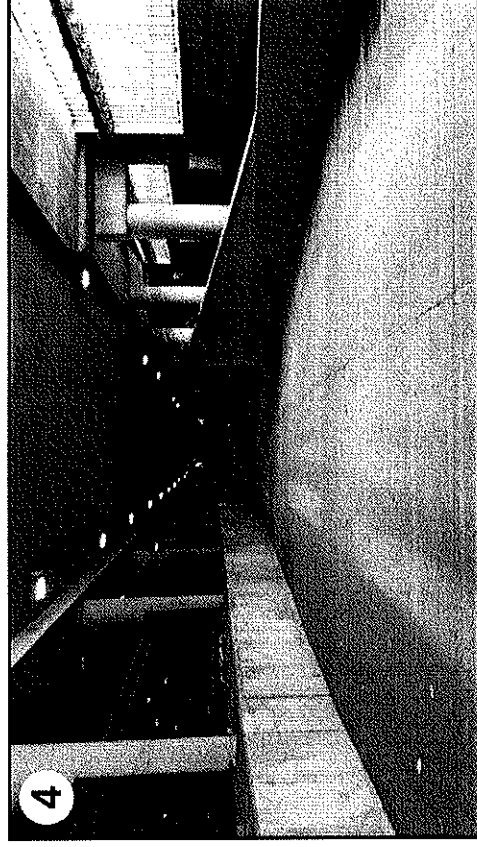
WEST ON LOWER WACKER, APPROACHING ACCESS POINT



WEST ON LOWER WACKER, ACCESS POINT



ENTRY TO LOADING AREA



LOADING AREA

CHICAGO RIVERWALK

BOAT DOCKING DOCKING PLAN - OVERVIEW



- TOUR BOATS / WATER TAXIS
- PRIVATE DOCK
- NO DOCKING
- HUMAN POWERED CRAFT
- RECREATIONAL BOATS
- ELECTRIC BOATS + MARINA
- HUMAN POWERED CRAFT LOCATION

ATTACHMENT B: CONCESSION LICENSE AGREEMENT

CHICAGO RIVERWALK LICENSE AGREEMENT 2015 SEASON

This License Agreement ("**Agreement**") is made this ____ day of _____, 2015 ("**Effective Date**") between the City of Chicago, a municipal corporation and home rule unit of government with its principal place of business at 121 North LaSalle Street, Chicago, Illinois 60602 ("**City**") and _____ a _____ with its principal place of business at _____ ("**Licensee**"), telephone number _____ facsimile number _____ email address _____.

WHEREAS, the Licensee desires that the City grant certain rights and privileges subject to the terms and conditions of this Agreement; and

WHEREAS, the City is willing to grant such rights and privileges subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations and conditions hereinafter contained, the parties hereto agree as follows:

I. BASIC TERMS

The following terms shall have the following meanings throughout this Agreement:

- A. **Payment of Fees:** All checks must be made payable to: "The City of Chicago, Department of Finance"

Payment Address:

City of Chicago
Department of Fleet and Facility Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

- B. **Licensee Trade Name:** _____ which name Licensee represents it is entitled to use pursuant to all applicable laws.

- C. **Licensed Area:** Exhibit A attached hereto and made a part hereof for a listing of the specific location(s) at Riverwalk which Licensee's business may be conducted and the type and number of structures, stands, carts, and/or vehicles to be utilized (collectively the "**Licensed Area**"). The Licensed Area shall be comprised of _____ square feet. All structures, stands, carts, signs and/or vehicles shall be provided by Licensee at its sole cost and expense and shall be subject to the City's approval and shall be constructed in accordance with or otherwise comply with the design and sign criteria attached hereto as **Rider 6 – Design Criteria** and made a part hereof. Licensee shall be

responsible for procuring all storage locations for any moveable stands, carts, vehicles or other equipment utilized by Licensee.

- D. **Term:** This Agreement covers the period commencing on **May 3, 2015** ("**Commencement Date**") and expiring on **November 1, 2015** ("**Termination Date**") unless terminated earlier pursuant to this Agreement and pursuant to **Rider 2 – Special Provisions, if any**. In addition, by written consent from the City's Commissioner of the Department of Fleet and Facility Management in order to facilitate the Licensee's ability to begin operations by the Commencement Date, the City may provide the Licensee with access to the Licensed Area prior to the Commencement Date and after the Effective Date through a separate temporary Right of Entry agreement ("**Right of Entry**") for the sole purpose of preparing the licensed area prior to the 2015 Season or for site closure at the end of the 2015 Season, not for operations.
- E. **Times of Operation:** See **Rider 1** attached hereto and made a part hereof for specific operating dates, hours of operation and prohibitions on operation.
- F. **Permitted Use:** Licensee will be permitted to operate a concession, and no other use unless such use is approved in writing by the City. A list or menu or merchandise items being sold, or services provided, including prices attached as **Exhibit B** and made a part hereof:
- G. **Prohibited Uses:** Licensee shall not use the Licensed Area for any use not specifically granted herein without the prior written approval of the Commissioner, which approval may be granted or withheld by the Commissioner, in his sole and absolute discretion.
- H. **Licenses Fees:** Licensee shall pay the City fees as detailed below:

A **Minimum Annual Guarantee Fee** shall be the base amount proposed by the Licensee for use of the Licensed Area for the Licensee's operations per month. The Minimum Annual Guarantee shall be \$____ per square foot of the Licensed Area as follows:

<u>Month/Year</u>	<u>Amount</u>	<u>Due Date</u>
May 2015	\$_____	May 1, 2015
June 2015	\$_____	June 1, 2015
July 2015	\$_____	July 1, 2015
August 2015	\$_____	August 1, 2015
September 2015	\$_____	September 1, 2015
October 2015	\$_____	October 1, 2015

In addition to the Minimum Annual Guarantee, which shall be payable in monthly installments, the Licensee shall also pay the City a **Supplemental Fee**, which shall be payable in installments or in one lump sum payment. The Supplemental Fee shall be a percentage of the gross revenues derived by the Licensee from access to the Licensed Area. The payment of the Supplemental Fee from the Licensee to the City shall be due in full on or before December 15, 2015.

- H. **Other Charges:**

Electricity See Section X, UTILITIES.

Trash Removal See **Rider 3**, Paragraph 4.

Water & Gas See Section X, UTILITIES.

I. Key Personnel: The key personnel for License's operations on the Riverwalk in the Licensed Area are the following: (**name, title, role in operations**):

J. Operating Season: May 3, 2015 to November 1, 2015

K. Law or Laws: "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in Illinois and decisions of federal courts applying the laws of Illinois, at the time in question, including without limitation, the Americans with Disabilities Act; all restrictions of record applying to or affecting the Licensed Area; all laws relating to environmental matters including, without limitation, underground storage tanks; all City of Chicago Ordinances; the Municipal Code of the City including the City Ethics Ordinance.

L. Special Provisions: See **Rider Two** attached hereto and made a part hereof.

II. LICENSEE'S AREA, USE, SPONSORSHIP, AND TRADE NAME

- A.** The City, in consideration of the payment of the License Fees, hereby grants the privilege to the Licensee to operate a non-exclusive License subject to the terms contained in this Agreement. Licensee accepts the Licensed Area in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements. The Licensee is not a tenant. The Licensed Area shall be used only for the purposes set forth in Section I hereof. Licensee shall operate its business at the Licensed Area under the trade name set forth in Section I and shall not change its trade name without the prior written consent of the Commissioner of the Department of Fleet and Facility Management, who may withhold such consent in his/her sole discretion. Changes of Licensed Area shall be made upon only written approval from Commissioner of the Department of Fleet and Facility Management ("**Commissioner**").
- B.** Licensee shall keep the Licensed Area in a sanitary condition, free of insects, rodents, vermin and other pests. Licensee shall provide and pay for pest control services whenever necessary for the Licensed Area.
- C.** Licensee shall provide security for the Licensed Area. Licensee shall abide by any security rules that may apply to the Licensed Area and in the Chicago Riverwalk.
- D.** Licensee shall assume responsibility for any repairs to the Licensed Area necessitated by the negligence, vandalism, or misuse of the Licensed Area or equipment therein by Licensee's

employees, invitees, agents, clients, or contractors. Licensee, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Licensee's Area, is illegal, or increases the rate of insurance on the Licensee's Area. Licensee shall comply with all reasonable rules and regulations in place on the Commencement Date or thereafter promulgated in writing by City for the Chicago Riverwalk.

III. FEES

Licensee shall pay License Fees for the Term in the amounts and at the times set forth in Section I hereof, together with any other applicable taxes thereon or assessed by virtue of this Agreement. Failure of Licensee at any time to pay the amounts required under this Agreement shall authorize the City to require Licensee to cease operations from the Licensed Area, either temporarily or permanently, at the City's sole and exclusive discretion, without forfeiting the City's rights to collect the fees due hereunder and without such action constituting a termination of this Agreement.

No later than December 15, 2015, Licensee shall deliver to City a statement, certified by Licensee's Chief Financial Officer or a certified public accountant, of all Gross Sales for the 2015 Operating Season. The Supplemental Fee shall be due in full on or before December 15, 2015.

The term "Gross Sales" shall mean the total amount in dollars of the actual sales price, whether for cash, credit, in-kind goods or services or otherwise, of all sales of merchandise and services, and all other receipts of business conducted in or from the Licensee's Area. Gross Sales shall not, however, include any sums collected on account of any sales or retail excise tax imposed by any duly constituted governmental authority, provided, however, that no deduction from Gross Sales shall be allowed on account of income taxes, gross receipts taxes, or other similar taxes.

Licensee shall pay all other fees and charges due under this Agreement, together with any fee tax thereon, if any, in equal monthly installments based upon the number of months the Agreement will be in operation during the 2015 Operating Season in advance on or before the first day of each applicable calendar month during the Term. Minimum Annual Guarantee Fee, the Supplemental Fee, and all other fees and charges (including, without limitation, charges incurred for utilities and trash removal) due under this Agreement are hereinafter referred to as "**Fees.**"

Licensee shall for each Licensed Area, record all sales in accordance with generally accepted accounting practices and retain copies of all sales tax reports and shall maintain the following books and records: (i) all state and local sales and use tax reports/returns, (ii) daily/monthly inventory documentation, (iii) summary of sales reports, (iv) serially numbered sales slips, (v) bank statements, (vi) bank reconciliation statements, (vii) state and federal income tax returns and (viii) such other records or methods that would normally be kept pursuant to generally accepted accounting principles, or as the City may reasonably require in order to determine Gross Sales hereunder. A separate bank account shall be maintained for all revenue from the Licensed Area and no funds from any other source shall be deposited in such account. Licensee shall preserve such records and make them available to City upon demand. Licensee shall preserve its 2015 Season sales records for at least two (2) years from the Termination Date. Upon demand, Licensee shall furnish City copies of its sales tax reports for such months, as City shall request. City, by itself or through its auditor or other designated representative, shall have the right upon ten (10) day's written notice to Licensee to audit all pertinent books, records and tax returns of Licensee for the purposes of verifying statements of Gross Sales submitted by Licensee. Failure to comply with an audit request within two (2) days of delivery of such request is a

material breach of this Agreement. All expenses of any such audit shall be borne by City unless such audit shall disclose discrepancies in reported sales with respect to any statement submitted by Licensee of two and one-half percent (2.5%) or more in which case all expenses of such audit, including travel and related expenses, shall be borne by Licensee and be payable to City on demand. If any such audit shall disclose a deficiency in the payment of License Fees, then such deficiency shall immediately become due and payable with interest at the lesser of 18% per annum or the highest rate permitted by applicable Law on the deficiency from the date such payment should have been made.

The City reserves the right to impose a late fee equal to the greater of (a) \$150 per late payment or (b) one and one-half percent (1.5%) compounded monthly on any unpaid balance which remains fully or partially unpaid after the date due.

All payments made under this Agreement shall be sent to the Address for Payment of Fees shown in Section I, by check or money order made payable to the Chicago City of Chicago, Department of Finance. If, during the Term the City receives a check from Licensee that is returned by Licensee's bank for insufficient funds, all checks thereafter shall be bank certified or cashier's checks (without limiting City's other remedies). All bank service charges resulting from any bad checks shall be borne by Licensee.

No payment by Licensee or receipt by City of a lesser amount than any payments due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment to pursue any other remedies available to City.

IV. TERM OF THE AGREEMENT

The Term of this Agreement shall be for the period set forth in Section I hereof unless terminated prior to that time pursuant to the terms hereof. Licensee shall be open for business at the Licensed Area during the entire Operating Season during all hours and on such days and evenings of the week as set forth on **Rider 1** as the same may be modified from time to time by the Commissioner. Licensee agrees that being open at the times and days aforesaid goes to the essence of the parties' agreement hereunder and that the City's remedies hereunder and at Law on account of Licensee's violation thereof may not be adequate. Licensee therefore agrees that, with respect to any day during the Operating Season that Licensee shall fail to be open for the hours provided for above, the Minimum Fee with respect to said day shall be increased to the sum of one hundred fifty percent (150%) of the applicable rate for the day in which Licensee so fails to be open as set forth herein, provided that, in no event shall the Minimum Fee be increased by less than two hundred dollars (\$200.00) per day. The liquidated damages provided in the previous sentence shall not be in lieu of the City's other remedies hereunder or at Law, and acceptance by the City of such shall not be deemed an election or remedies or preclude the City from seeking any other remedy permitted the City on account thereof. Permitting the Licensee to continue operating in the space shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement. The Licensee has no rights pursuant to this Agreement to renew, modify or extend the Term of the Licensee's operation.

Neither Licensee, nor Licensee's agents, employees or subcontractors are entitled to any damages from the City, nor is the Licensee entitled to be reimbursed by the City for damages, charges or other losses or expenses incurred by Licensee by reason of delays or hindrances in performance under this Agreement, whether or not caused by the City.

V. TRANSFER OF RIGHTS UNDER AGREEMENT

The Licensee agrees that it will not give, sell, license, assign, sublet, permit, subcontract, sub License or otherwise transfer this Agreement or rights or obligations under this Agreement without the express prior written consent of the Commissioner, which consent may be withheld in the City's sole discretion. A change in control of Licensee or its parent shall be deemed a prohibited transfer hereunder. Any such purported transfer shall be null and void and of no effect and, at the sole option of the City, shall be grounds for termination of this Agreement.

VI. KEY PERSONNEL

If the key personnel identified in Section I hereof cease for any reason to act in his/her/their identified capacity for the Licensee, the City may at its option declare this Agreement terminated and exercise all rights given by this Agreement in the event of termination.

VII. INSURANCE

Licensee shall procure and maintain during the duration of this Agreement insurance for injury to persons or damage to property, which may arise out of or in connection with the performance of the work or the operation of the License by the Licensee, its agents, representatives, employees, contractors or subcontractors.

INSURANCE REQUIREMENTS Department of Fleet and Facility Management

Concessions on the Chicago Riverwalk Food Licensees

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, mobile equipment, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on Endorsement CG 20 10 or a similar additional

insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4) Property

Licensee is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, used, leased or rented by Licensee and for loss or damage to all property that is in Licensee's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form, **EXHIBIT E**. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

Concession on the Chicago Riverwalk
Non-Food Licensees

The Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, participants, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Property

The Licensee is responsible for all loss or damage to personal property (including but not limited to material, equipment, tool and supplies) owned, rented or used by Licensee.

Licensee is responsible for any loss or damage to all property in the Licensee's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form, **EXHIBIT E**, or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

VIII. INDEMNIFICATION

Licensee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the "City Parties"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, consultants' fees and court costs) (collectively, "Claims"), of whatsoever kind and nature, including without limitation, any and all environmental Claims, made or

asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of Licensee, its Agents or any other person entering the Licensed Area during the Term and (b) any entry upon or use of the Licensed Area or performance of the Licensed Operations by or on behalf of Licensee, its Agents or any other person entering the Licensed Area during the Term and (c) the failure of Licensee or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

Licensee shall be solely responsible for the defense of any and all Claims against the City Parties, including without limitation, claims by any Agents of Licensee, even though the claimants may allege negligence or intentional and willful misconduct on the part of the City Parties. The City shall have the right, at its sole option, to participate in the defense of any such Claims, without relieving Licensee of its obligations hereunder.

Licensee shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 N. LaSalle St., Room 600, Chicago, IL 60602, copies of such notices as Licensee may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

IX. LICENSEE COVENANTS

The Licensee hereby warrants, represents and covenants to the City, as follows:

- A. Licensee shall fully carry out all activities and provide all services as required by and limited by this Agreement and shall comply in all respects with this Agreement, including, without limitation, all Riders and Exhibits attached hereto.
- B. Licensee shall be governed by, adhere to and obey in all respects all Laws including, without limitation, the City's Municipal Code, and shall be responsible for obtaining any licenses or permits necessary to operate the space. Further, Licensee, including all of its employees, servants, agents, and volunteers shall abide by the provisions of the City Ethics Ordinance as is now, or may be amended from time to time. By execution of this Agreement Licensee acknowledges receipt of a copy of the Ethics Ordinance.
- C. If Licensee is engaged in the sale, distribution or provision of food as part of its activities pursuant to this Agreement, Licensee represents and warrants that it is familiar with and shall specifically comply with any and all requirements for the operation of a food service establishment as defined in any applicable Laws and shall comply with all City rules and regulations, including health inspections. Licensee shall make all necessary applications for a Chicago Department of Public Health certificate or C.P.D. Health Authority license, at the choice of the City, prior to the opening of the season. Licensee shall obtain and maintain in force any required Chicago Department of Public Health certificates or C.P.D. Health Authority license. **Rider 3** attached hereto and made a part hereof is the City Regulations

for Licensees Operating on City Property and **Rider 4** attached hereto and made a part hereof is the City Rules and Regulations for Food Service in the Park. **Rider 3** and **Rider 4** may be amended from time to time in the City's sole discretion.

- D. Licensee shall not (i) sell or permit to be sold, used or brought upon the property of the City any intoxicating or alcoholic beverages without the express prior written consent of the City, which consent may be withheld or conditioned in the City's sole discretion, (ii) permit or suffer any gambling at any time upon said City property, (iii) permit improper or immoral conduct on the part of its officers or employees, (iv) permit handbills, leaflets or flyers of any kind, hawking or any other noises or disturbances designed to attract attention or to solicit trade or (v) permit exclusive use of City property. **Rider 5 Liquor Ordinance** is attached and made a part of this Agreement.
- E. Licensee shall ensure that no person(s), on the basis of sex, sexual orientation, religion, color, race, national origin, physical or mental handicap, ancestry, age, marital status, unfavorable discharge from military services or otherwise are subjected to discrimination in the use of the facilities to be provided by the Licensee or to discrimination in employment decisions by the Licensee.
- F. Licensee shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and shall file all tax returns required by Law. Copies of these certificates and tax returns shall be forwarded to the City.
- G. Licensee shall maintain itself in good standing to do business under the Illinois Business Corporations Act, Not For Profit Corporations Act, Illinois Limited Partnership Act or the applicable Law under which it conducts business.
- H. Licensee shall not locate on the Licensed Area any structure, stand, trailer, sign, cart or vehicle of a permanent or temporary basis without first receiving prior written consent of the City. Such structure, stand, trailer, cart or vehicle shall be in compliance with the criteria set forth on **Rider 6**.
- I. Licensee shall not make any alterations, additions or improvements, including the installation of all utilities, to the Licensed Area without the prior written consent of the Commissioner, which may be withheld for any reason. All alterations, additions or improvements made by Licensee at the Licensee's sole cost without reimbursement or other offset and shall be made in accordance with the criteria set forth in **Rider 6** Licensee shall promptly pay for any work done or material furnished by or on behalf of Licensee in or about the Licensed Area and shall not permit or suffer any lien to attach to the Licensed Area and Licensee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Licensed Area. If any lien shall at any time be filed against the Licensed Area by reason of work, labor, services or materials alleged to have been performed or furnished by, for or to Licensee, Licensee shall cause the same to be discharged of record or bonded to the satisfaction of the City within ten (10) days after being notified of the filing thereof. If Licensee shall fail to cause such lien to be so discharged or bonded within such ten (10) day period, then, in addition to any other right or remedy of the City, the City may discharge the same by paying the amount claimed to be due, and the amount so paid by the City and all costs and expenses, including attorneys' fees

incurred by the City, in procuring the discharge of such lien, shall be due and payable by Licensee to the City as additional Fees on the first day of the next following month.

- J. By entering into this Agreement, Licensee waives all rights, if any, under any ordinance, statute, Law (including common law) or regulation to administrative review of the decision to terminate this Agreement by the City or any determination by the City regarding the duties and benefits of this Agreement.
- K. Licensee shall charge those prices shown on **Exhibit B**, and in all events, Licensee shall charge prices competitive in the local marketplace with no increases during City of Chicago or City special events. The City must approve any changes in Licensee's prices in writing in advance.
- L. Licensee shall at all times maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service and shall otherwise diligently operate its business at the Licensed Area so as to produce maximum Gross Sales.
- M. Licensee shall store all excess inventory and trash out of sight of the public and in accordance with any regulations or guidelines imposed by the City.
- N. Licensee shall maintain appearance of the Licensed Area, picking up and disposing garbage and litter at all times - including policing of area for litter at closing.
- O. The City, in its sole discretion, may permit, but not be obligated to allow Licensee to operate additional areas during certain special events within or outside Licensed Area by entering into separate agreement(s) with Licensee subject to the rules and regulations established by the City and this Agreement. Participation in special events is contingent upon Licensee remaining in good standing with the City with respect to Licensee's Fee obligations, insurance maintenance, health certification, and all other items required under this Agreement. The City reserves the right to terminate Licensee's participation in any special event at any time for any reason. In the event Licensee's participation is terminated, all fees owed by Licensee related to such special event(s) shall continue to be due.
- P. Licensee has responded truthfully regarding its application pursuant to the selection process and/or with any other information it has heretofore furnished the City.
- Q. Throughout the Term, Licensee shall provide City with any material updates to the information previously submitted in Licensee's Economic Disclosure Statement and Affidavit. City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

X. UTILITIES

The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, HVAC, if any, and all taxes or other charges thereon.

- A. If Licensee is to provide utilities to the site, after approval of by the City's Department of Fleet and Facility Management on the nature and extent of the utilities needed for the operation of the area, Licensee shall: (i) make application in Licensee's own name for all utilities not provided by the City, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, (iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company, and (iv) comply with all Laws with respect to obtaining and utilizing any utilities. Licensee shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the Licensee's Area, or at the City's option shall repair, alter or replace any such existing items (or Licensee shall share the costs thereof for any utilities shared with other Licensees as the City shall determine). Licensee shall maintain, repair and replace all such items, operate the same and keep the same in good working order and condition. Licensee shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same.
- B. **If the City provides utilities, the nature and extent of those will be negotiated and set forth in Exhibit D.**
- C. The City does not warrant that any utilities provided by the City will be free from shortages, failures, variations, or interruptions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor controversies, accidents, inability to obtain services, fuel, steam, water or supplies, governmental requirements or requests, acts of God or other causes beyond the City's reasonable control. None of the same shall be deemed an eviction or disturbance of Licensee's use and possession of the Licensed Area or any part thereof, or render the City liable to Licensee for abatement of Fees, or relieve Licensee from performance of Licensee's obligations under this Agreement. The City in no event shall be liable for loss of profits, business interruption or other incidental or consequential damages. The City does not warrant the availability of electric, water, gas, sewers or other utilities at (for) any location.

XI. MINIMUM WAGE

This Agreement is subject to Mayoral Executive Order 2014-1, which provides for a fair and adequate Minimum Wage to be paid to employees of City concessionaires and their subcontractors and sublicensees. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

Licensee and any sublicensees, subtenants, or subcontractors must pay the Minimum Wage as set forth in Mayoral Executive Order 2014-1 and comply with any applicable regulations issued by the Chief Procurement Officer. This requirement applies to any employee working at the Riverwalk. As of October 1, 2014, the Minimum Wage for employees (that do not receive gratuities) to be paid pursuant to the Order is **\$13.00 per hour**. For employees that receive gratuities, the Minimum Wage to be paid pursuant to the Order is the minimum wage set by the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.*, in force as of the date of this Agreement or as amended, **plus \$1.00 per hour**.

Beginning on July 1, 2015, and every July 1 thereafter, these hourly wages shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

Licensee, and any sublicensee, subtenant, or subconcessionaire that pays an employee the wage for employees that receive gratuities shall transmit to the City, in a manner provided by regulation, substantial evidence establishing both the amount that the employee received as gratuities during the relevant pay period or periods, and the fact that the employee did not return any part of those gratuities to the Licensee, sublicensee, subtenant, or subconcessionaire. If Licensee or any sublicensee, subtenant, or subconcessionaire is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each employee receives, in combined salary and gratuities, at least the base hourly wage required under the Order.

However, the Minimum Wage is not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

This Minimum Wage section does not apply if Licensee is a not-for-profit organization having tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code and recognized under Illinois law governing not-for-profit corporations.

XII. LETTER OF CREDIT

Licensee will provide an irrevocable, unconditional, direct pay Letter of Credit, the amount to be determined based on the type of services or operations proposed in the Notice of Availability, the Fees due hereunder and agreed upon by the City. The Letter of Credit must be issued by companies or financial institutions which are authorized to do business in the State of Illinois, and which have an office in the City of Chicago where the City may draw on the Letter of Credit. The conditions for which the City may draw upon the Letter of Credit are set forth in Section XIII. The Letter of Credit is attached as **Exhibit C**.

XIII. TERMINATION FOR DEFAULT

The City shall have the right to terminate this Agreement upon written notice to Licensee upon the occurrence of any one of the following conditions:

- A. Any action or failure to act or comply with any terms contained herein (including, without limitation, Section IX hereof, any provisions of the City Code, or City Rules or Regulations

attached hereto as **Rider 3, Rider 4 and Rider 5**) which, in the sole determination of the City, creates a material breach of this Agreement.

- B. The abandonment or discontinuance of the Licensee's operation for seven (7) consecutive days of required operation as provided for in Rider 1 during the Term of this Agreement.
- C. The sale by the Licensee of any items other than those allowed to be sold pursuant to Section I and **Exhibit B** of this Agreement.
- D. The failure of the Licensee to obtain and maintain in force the insurance or the Letter of Credit required by the City pursuant to Section VII of this Agreement.
- E. A transfer in violation of Section V hereof.
- F. Failure of the Licensee to pay, when due, any Fees owed the City pursuant to the terms of this Agreement and said fees shall continue to be due and payable up to and following the termination of this Agreement.
- G. The destruction of the Licensed Area, or any part thereof.
- H. Any false or misleading statement or misrepresentation made to the City by or on behalf of the Licensee:
 - 1. as a part of the NOA for the License or any other License granted to Licensee, or
 - 2. as a part of this Agreement or any other agreement between the City and the Licensee.
- I. Licensee is charged in any court with an offense involving his/her fitness to hold any necessary licenses or permits to enable the operation of the area.
- J. Failure of any key personnel to act in his/her/their identified capacity for the Licensee.
- K. A violation by Licensee or any affiliate of Licensee under this or any other agreement with the City.
- L. If the City determines that Licensee's conduct is (i) grossly negligent, or (ii) creates a safety or public hazard, or (iii) destroys public property.
- M. The failure of the Licensee to obtain and maintain in force any required Chicago Department of Public Health certificate or C.P.D. Health Authority license.

Upon the occurrence of any of the conditions or violations as stated above in this Section XIII, the City will have the right to terminate the Agreement. Failure to exercise or a decision on the part of the City not to exercise this right will not be deemed as a waiver of this right, nor will it be interpreted as a consent or a waiver of those violations. As an alternative, and notwithstanding the foregoing, the City

may, at the City's sole discretion, elect to temporarily suspend the Agreement and/or draw upon the Licensee's Letter of Credit for any of the events of default noted in this Section XIII.

XIV. HAZARDOUS MATERIALS

Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as defined below) or permit any of the same to occur upon or about the Licensed Area or any City property.

Licensee shall promptly notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Licensed Area or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Licensee's Area, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Licensed Area or in violation of this Section, and (iv) any matters where Licensee is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Licensee's Area. The City shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Licensed Area initiated in connection with any environmental, health or safety Law. At such times as the City may reasonably request, Licensee shall provide the City with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Licensee's Area, the use and approximate quantity of each such material, a copy of any material safety data sheets ("MSDS") issued by the manufacturer thereof, and such other information as the City may reasonably require or as may be required by Law.

If any Hazardous Material is released, discharged or disposed of by Licensee, or its employees, agents or contractors, on or about the Licensed Area or any City property in violation of the foregoing provisions, Licensee shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Licensed Area or any City property and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Licensee's expense (without limiting the City's other remedies therefore). Such clean up and removal work shall be subject to the City's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by a court or governmental body having jurisdiction or reasonably required by the City. If the City or governmental body arranges for any tests or studies showing that this Section has been violated, Licensee shall pay for the costs of such tests.

The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of MSDS.

XV. RETURN OF POSSESSION AND REMOVAL OF PROPERTY

At the end of the Term, but no later than November 30, 2015, or upon termination of the Agreement by lapse of time or termination by written notification from the City, the Licensee shall surrender all keys

and use of the Licensed Area in broom-clean condition and good repair, and free of debris. Licensee shall promptly remove, at its own expense, its movable trade fixtures and personal property from the Licensee's Area, disconnect all utilities, drain plumbing and water to prevent freezing, rod sewers, clean and rod grease traps, repair any damage to the Licensee's Area, and place the area surrounding the Licensed Area in a safe, sanitary and broom-clean condition and in as good of a condition as existed prior to the commencement of the Term. Licensee's failure to remove such property shall create no right to operate in the Licensee's Area. If Licensee does not remove Licensee's furniture, machinery, trade fixtures and all other items of personal property by November 30, 2015, City may, at its option, remove the same and deliver them to any other place of business of Licensee or warehouse the same. Licensee shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to City on demand, or City may treat such property as being conveyed to City with this Agreement serving as a bill of sale, without further payment or credit by City to Licensee. The City shall in no event be responsible for the value, preservation or safekeeping thereof. If Licensee fails to repair damaged property or clean debris or garbage, or otherwise leave the Licensed Area in the condition required herein, the Licensee shall pay the City the reasonable costs and expenses incurred by the City in doing so.

Licensee shall not be responsible for maintaining or repairing grass or any landscaping unless Licensee, through its gross negligence, contributed to the damage of such landscaping.

XVI. WAIVER

The waiver by the City of any breach, default, or noncompliance by the Licensee under the terms of this Agreement shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default or non-compliance on the part of the Licensee.

XVII. COSTS OF ENFORCEMENT

The Licensee shall pay to the City in a timely manner all of the City's reasonable attorneys' fees, and other costs and expenses incurred to enforce the City's rights under this Agreement including, without limitation, any consequential damages.

XVIII. ADDITIONAL PROVISIONS

A. Notices and demands shall be served as follows:

1. By delivering them to the party personally at its business address shown below: or
2. By depositing them in the United States post-office box, enclosed in an envelope, plainly addressed to the party at its business address with postage fully prepaid; or
3. By transmitting them via email at the email address listed below:

Business address of the Chicago City:

Chicago of Chicago
Department of Fleet and Facility Management
Bureau of Asset Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602

Business address of the Licensee:

Email Address of the Licensee:-----

Notices and demands shall be deemed to have been given upon personal delivery or upon depositing of the properly addressed and stamped envelope in a U.S. mail box or by sending via email.

- B. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder will not be affected thereby, each of the provisions hereof being severable in any such instance.
- C. The City reserves the right to offer for sale and to sell food and/or merchandise or grant other Licensees such rights on City property within the geographic area of the Licensee's area. In addition, the City reserves the right to provide programming events in the Riverwalk common areas under the City's People Plaza program or other City program
- D. The City reserves the right to review the Licensee's operation at any time to determine compliance with the terms of this Agreement, including the provisions regarding Gross Sales as set forth in Section III hereof. The City and its representatives may at all times enter or permit entry to the Licensed Area for any purpose including, without limitation, inspection of the Licensee's Area.
- E. The City shall have no obligation to ensure that the Licensed Area is not used by entities that have not been authorized to do so nor shall Licensee have any rights against the City with respect to the same.
- F. Without notice to the Licensee, the City shall have the right to remove, at Licensee's cost, any sign that may be erected without the approval of the City. All signage shall be in compliance with the criteria set forth in **Rider 6**.
- G. The Licensee agrees that the decision of the Commissioner relative to the proper performance of the terms of this Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in this Agreement which may arise in connection with the privileges granted, as to each matter which is not clearly spelled out herein.
- H. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

- I. The City and the Licensee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.
- J. The execution of this Agreement does not give the Licensee any other right with respect to the Licenses Area. Any rights not expressly granted to the Licensee through this Agreement are reserved exclusively to City. Unless otherwise specified in this Agreement, execution of this Agreement does not obligate the City to undertake any additional duties or services.
- L. This Agreement shall not be interpreted in favor of either the City or the Licensee. The City and the Licensee each acknowledge that both parties participated fully in the mutual drafting of this Agreement.
- M. This Agreement creates a temporary license only. The Licensee acknowledges and agrees that the Licensee shall not hold or claim at any time an interest or estate of any kind whatsoever in the Licensed Area by virtue of this Agreement or by virtue of the Licensee's use of the Licensed Area.
- N. The City may issue a Notice of Violation for any violation of the terms and conditions of the License Agreement and include item described in Rider 1: Specific Dates and Hours of Operation; Rider 3: Standard of Service on the Chicago Riverwalk: Rules and Regulations for Operating Concession on the Riverwalk. The Licensee is expected to resolve the violation as quickly as possible and provide a statement. Multiple violations may require a meeting with the City to address the violations. If violations are not eliminated, the City may elect to terminate the License Agreement. If the violations result in damage to the Riverwalk, or any City property, the City will draw on the Letter of Credit to cover the costs of repairing such damage if the Licensee fails to do so in a timely manner.

XIX. AMENDMENTS

This Agreement, including **Riders 1 through 7** and **Exhibits A through D** attached hereto represents the entire, integrated agreement between the parties hereto with respect to the License and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. The City reserves the right to amend or supplement this Agreement at any time for any subject related to the operations herein and the administration thereof or to overcome any unforeseen problems arising hereafter. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to the administration of this Agreement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both parties. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

XXX. DISCLAIMER OF RELATIONSHIP

The Licensee agrees that all its actions under this Agreement shall be that of an independent contractor and that there is no, and shall be no, relationship of principal and agent between the Licensee and the City, and that this Agreement shall not be construed in any way as creating the relationship of agency, partnership or joint venture between the parties hereto.

XXXI. CHOICE OF LAW AND JURISDICTION

This Agreement is governed as to performance and interpretation in accordance with the Laws of the State of Illinois, without regard to its choice of law principles. Licensee irrevocably submits itself to the original jurisdiction of the courts located in the County of Cook, State of Illinois, with regard to any controversy in connection with this Agreement. Service of process on Licensee may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action must be brought only in those courts located within the county of Cook, state of Illinois.

XXXII. DISCLOSURES AND REPRESENTATIONS

- A. Business Relationships. Licensee acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Licensee hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.
- B. Patriot Act Certification. Licensee represents and warrants that neither Licensee nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Licensee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Licensee, and a person or

entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

- C. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Licensee agrees that Licensee, any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Licensee's contractors (i.e., any person or entity in direct contractual privity with Licensee regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Licensee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Licensee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Licensee represents and warrants that from the date the City approached Licensee or the date Licensee approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Licensee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Licensee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Licensee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Licensee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Licensee is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

- D. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the

"Waste Sections"). During the period while this Agreement is executory, Licensee's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Licensee's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Licensee's eligibility for future contract awards.

- E. Failure to Maintain Eligibility to do Business with City. Failure by Licensee or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. Licensee shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.
- F. Cooperation with Inspector General and Legislative Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of City's real property, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Foundation understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.
- G. 2014 Hiring Plan Prohibitions
 - i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
 - ii) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire an individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Licensee under this Agreement are employees or Subcontractors of Licensee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Licensee.

- iii) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- iv) In the event of any communication to Licensee by a City employee or City official in violation of paragraph ii) above, or advocating a violation of paragraph iii) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Licensee will also cooperate with any inquiries by OIG Hiring Oversight.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the Effective Date.

LICENSEE

(Licensee Trade Name Below),
an Illinois _____

By: _____
(Licensee Signature)

Name: _____
(Licensee Print Name)

Title: _____
(Licensee Print Title)

Date: _____

CITY

THE CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel

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RIDER ONE

SPECIFIC DATES AND HOURS OF OPERATION INCLUDING DATES DURING WHICH CONCESSION WILL NOT BE PERMITTED

Dates of Operation / "Operating Season": Minimally from Memorial Day to Labor Day weekend. Concessionaire may operate no earlier than May 3, 2015 and no later than November 1, 2015 and acknowledges that the City of Chicago activities may impede upon concession operations from time to time. In no event shall Concessionaire continue operating beyond November 1, 2015 of a given year.

Daily Hours of Operation _____

- Concessionaire shall be required to operate on all dates and during all hours noted above. The City of Chicago or its designee in its sole and absolute discretion may grant exceptions for weather conditions, but such exceptions shall not affect minimum fees due. Concessionaire must contact and receive approval from the 2FM at the following telephone number: (to be determined) prior to closing or not opening during the above noted dates and hours of operation.

RIDER TWO

SPECIAL PROVISIONS

To be Determined- Special Provisions may be inserted
Depending on the specific nature of the operations at the Location

RIDER THREE

Standard of Service on the Chicago Riverwalk Regulations for Operating Concessions on the Riverwalk

(1) **Personnel.** Licensees shall provide, at their own cost and expense, a sufficient number of employees to adequately serve the public; train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. Further, during all times that the Concession is in operation, at least one employee of Licensee who is present at the facility shall have attended an approved food service sanitation program and received a food service sanitation completion certificate certifying such attendance, if applicable. Licensees shall provide the City upon its request a complete list of employees assigned to work at the facility. Such list shall include the employees' names, addresses, and job titles and shall state whether each employee is compensated by salary, commission, or both. Licensees shall not employ or otherwise engage any City employee(s) in the operation of the Concession.

(2) **Uniforms.** All Licensee personnel on the Riverwalk shall be required to maintain minimum uniform requirements. Each individual shall wear uniform shirts and head wear that meet the following criteria: (i) shirts shall be either a collared golf shirt or sweatshirt with the Licensee's logo (T-shirts with logo silk screened on front or back are also acceptable), (ii) head wear shall be either a ball cap, visor or hair net, and (iii) colors of uniform shirts and head wear shall be submitted to 2FM for written approval. Uniforms must be maintained in a clean and sanitary condition. No excessively worn or faded clothes will be allowed and 2FM shall use its sole discretion to determine if Licensee's uniforms are acceptable. Foodhandlers may not wear excessive jewelry.

(3) **Deliveries.** All deliveries may be brought to the Licensee's Area only at times and in the manner designated by 2FM, in compliance with all Laws, and always at the sole risk of the Licensees. 2FM may inspect items brought into the Licensees' Area with respect to dangerous nature or compliance with this Agreement or applicable Laws. Licensees' use of roadways, paths, sidewalks, loading, parking, and service areas shall be subject to approval by 2FM. Parking or driving of delivery vehicles on the Riverwalk path or grass is strictly prohibited for any purpose. Violators will be subject to fines.

(4) **Trash.** All garbage, refuse, trash, and any other waste resulting from the operation of a Concession must be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by the City. Maintenance and trash removal must be completed on a daily basis or more frequently if required to maintain a neat, orderly environment. Garbage shall be put into environmentally acceptable plastic bags and deposited in the designated area, approved by 2FM. Licensees shall police and maintain the area within one hundred (100) feet of the Licensees' Area for all such refuse generated by its Concession

(5) **Cleanliness.** Licensees shall maintain, in a clean, sanitary, unsoiled, orderly, and inviting condition satisfactory to Riverwalk facilities and the area within one hundred (100) feet of their facilities.

(6) **Pest Control.** Licensees shall use, at Licensees' sole cost, such pest and rodent extermination contractor as 2FM may direct and at such intervals as either may require. Licensees shall provide 2FM with evidence of their compliance with this provision within three (3) days after written notice from 2FM. In the alternative, from time to time, 2FM may arrange for pest control (in which case, Licensees shall pay

their proportionate share of the cost thereof, or such other share as 2FM may fairly and reasonably determine to 2FM on or before the first day of each calendar month in advance).

(7) Graffiti Removal. Licensees shall maintain their facilities free of any graffiti at all times during tenant operating agreement, within 24 hours of identified graffiti, at Licensees' cost. Licensees' obligations hereunder shall include but not be limited to Licensees' walls, storefront, equipment, trade fixtures, security panels, ceilings, entrances and doors, signs, interior and exterior decorations, service counters or other areas which comprise the Licensees' facilities.

(8) Locks and Keys. Upon termination of this Licensee Agreement or Licensee's right to operate, Licensees shall return to 2FM all keys, and in the event of the loss of such keys shall pay 2FM for the cost to replace or to change the locking system or mechanisms remaining in place at the Licensees' Area.

(9) Trade name and Trademarks. Licensees shall use no symbol, design, name, mark, picture, likeness, or insignia adopted by 2FM without the prior written consent of 2FM.

(10) Going-Out-Of-Business Sales and Auctions. Licensees shall not use, or permit any other party to use, the Licensees' Area for any distress, fire, bankruptcy, close-out, "lost our lease", or going-out-of-business sale or auction. Licensees shall not display any signs advertising the foregoing anywhere in or about the Licensees' Area. This prohibition shall also apply to Licensees' creditors.

(11) Common Areas. Licensees shall not use common areas, including areas adjacent to the Concession facilities, for any purpose other than ingress and egress, and any such use thereof shall be subject to the terms of their Concession License Agreement. Without limiting the generality of the foregoing, Licensees shall not use the common park areas to canvass, solicit business or information from, or distribute any article or material to, other Licensees, users, patrons, or visitors to Riverwalk property. Licensees shall not allow anything to remain in any passageway, sidewalk, court, path, roadway, corridor, patio, entrance, exit, or other area outside of the Licensees' Area.

(12) Signage. Licensee shall display at the location at all times the required Chicago Department of Health certificate or C.P.D. Health Authority license. Licensees shall place no sign or advertisement upon any property of the Riverwalk or upon any vehicle operated by Licensee or any structure, stand, trailer, or cart occupied by it under the terms of their Concession Permit Agreement except as shall first have been approved in writing by 2FM. The Licensees shall provide the standard signage panel, which complies with the criteria set forth in their License Agreement. The standard sign panel shall be incorporated into the Licensees' facility in proportion to the size of the facility. 2FM will approve the final Licensees' signage size and sign panel proportion to the facility. The area designated as the Licensee's Signage Area is defined as the area between the City logo and the sponsorship logos. Licensees' signage will be limited to this area and is limited to the specific trade name identified in the Concession Permit Agreement. In addition, the Licensee shall be required to display at all times a standard sign stating the dates and daily hours of operation as outlined in Rider One. The dates and daily hours of operation sign shall be incorporated into the Licensee's facility in proportion to the size of the facility. Signage other than the approved product price board required below will not be permitted in any other locations.

(13) Product Price Board. Licensees shall provide a singular product price board, attractively designed and professionally fabricated, listing all the products or services available and the cost of these items. The board is to coordinate with the appearance and design of the facility. The product price board must contain the Licensees' hours of operation as provided for in the Concession Permit Agreement. In

addition, the product price board must contain the telephone number designated by 2FM for the public to contact in the event a sales receipt was not issued by the Licensees or to communicate about service, cleanliness, or conduct of employees of the Licensees. The product price board and the installation location shall be reviewed and approved in writing by 2FM prior to fabrication. Additional signage including but not limited to: hand made signs; product photographs; today's special items; banners; non-professionally designed or fabricated signs of any type, are not permitted for use unless specifically approved by 2FM in writing.

(14) General Repairs and Maintenance. Licensees shall, at their own expense, at all times during the term of the Concession Permit Agreement outlined in Section I, Article D, keep the facilities and appurtenances thereto, in good working order, repair, and condition (which condition shall also be clean, sanitary, safe, sightly and free of pests and rodents). Licensee's obligations hereunder shall include but not be limited to Licensees trade fixtures and equipment, roof above the facility, ceilings, interior and exterior walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer, including the sewer lines exclusively serving the facilities, including meters and switches therefore, HVAC, electrical, gas, sprinkler and mechanical facilities and other systems and equipment which serve the facility exclusively whether located within or outside the facility, and all alterations and improvements to the facility whether installed by Licensee or the City. Any repairs or other work to be performed by Licensee shall be reviewed and approved in writing by 2FM prior to performing the work. Licensee shall at 2FM's option perform or reimburse 2FM for any repairs, maintenance and replacements to areas outside the facility caused as a result of moving goods, fixtures, or other personal property to or from the facility, or otherwise caused by Licensee or any other occupant of the facility, or any of their employees, agents, invitees or contractors. Licensees that operate their facilities, as restaurants pursuant to their Concession Permit Agreement shall provide to the City upon demand, proof that monthly cleaning and maintenance of all kitchen exhaust ductwork has been performed and a suitable contractor has cleaned grease interceptors located within the Licensees' Area. A suitable contractor shall be one who is bondable and capable of performing Licensees' obligations hereunder. The City reserves the right to inspect facilities, after 24 hours verbal or written notice.

(15) Prohibited Activities. Licensees shall not: (i) solicit gratuities from customers at any time in any manner; (ii) use strobe or flash lights in or on City Property or in any signs therefore, (iii) use, sell, or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles at the facility(or other areas of City property), (iv) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the facilities, (v) make or permit objectionable noise, vibration or odor to emanate from the facilities or any equipment serving the same, (vi) do or permit anything to be done upon the Licensees' Area in any way tending to disturb, bother or annoy any other Licensees or visitors of Riverwalk property or the occupants of neighboring property.

(16) Roof and Projections. Licensees shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, canopy, or other areas of the facilities without the written consent of the City.

(17) Unattended Licensee's Area. Before leaving the facilities unattended, Licensees shall secure all doors or other means of entry to the facilities and shut off all lights (except signs required to be illuminated, if any), water faucets and other utilities in the facilities (except heat to the extent necessary

to prevent the freezing or bursting of pipes). This provision shall not imply that the Licensees may leave their facilities unattended in violation of the operating requirements set forth in their Concession Permit Agreement.

(18) Plumbing Equipment. The toilet rooms, urinals, washbowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, and Licensees shall properly install, maintain, clean, repair and replace adequate grease traps.

(19) Utility Equipment. All utility equipment of Licensees such as portable generators, propane tanks, battery systems, cables, lines, and other such equipment shall be placed only in those areas as specified and approved in writing by the City.

(20) Security. All security personnel of Licensees (or contractors who provide such service for Licensees) must be approved by the City and shall be required to adhere to the security policies and guidelines established by the City and the Chicago Police Department, which may be revised from time to time.

(21) Parking. Parking on grass or within the Riverwalk is strictly prohibited. There are no parking facilities available within the Rivrewalk.

(22) Snow and Ice Control. Licensees shall be responsible for ensuring that the Licensee's Area and those areas of ingress and egress to the facilities are kept free of snow and ice during approved dates of operation designated in their Concession Permit Agreement.

(23) Responsibility for Compliance. Licensees shall be responsible for ensuring compliance with these Regulations, as they may be amended, by Licensees' employees and as applicable, by Licensees' agents, invitees, contractors, subcontractors, and suppliers.

(24) Glass Containers. Licensees shall not sell beverages or other items in glass containers.

(25) Goods and Services. Licensees shall assure that all goods and services sold to the public are of the best quality.

(26) Food Service Only Rules and Regulations. All Licensees that serve food shall also comply with the Chicago Department of Public Health Rules and Regulations For Food Service.

(27) Tips. Licensee shall not solicit tips from any customers at any time in any manner.

(28) Boat Docking- Boat docking is not permitted unless specifically licensed by the City of Chicago in conjunction with all applicable State and Federal permits. Tie ups for business located within the Riverwalk are not allowed.

RIDER FOUR
Chicago Department of Public Health
Rules & Regulations Re: Riverwalk Food Establishments

Each Riverwalk Food Establishment must hold in good standing a license in accordance with sections 4-60-010, 4-60-074, and 4-60-100 of the Municipal Code of Chicago, and abide by the provisions of that code section during events. A Riverwalk Food Establishment can operate in a safe manner if performed in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations* that are established to control and minimize the contributing factors of foodborne disease identified in these rules and regulations.

The Department may, without warning or hearing, suspend any permit to operate a Riverwalk Food Establishment, if the vendor does not comply with the requirements of these regulations; fails to correct violations of these regulations within the time frame specified in an inspection report; or fails to comply with the lawful directives of the Department. The Department shall suspend the license of a Riverwalk Food Establishment whenever the operation constitutes a substantial hazard to public health. The license suspension is effective upon service of written notice. When a license is suspended, the food service operations shall immediately cease.

- I. Definitions
- II. License Application
- III. Plan Requirements
- IV. Restricted Operations
- V. Base of Operations
- VI. Location
- VII. Facility
- VIII. Food and Beverage
- IX. Food Protection
- X. Personnel
- XI. Equipment
- XII. Cleaning of Equipment and Surfaces
- XIII. Waste Disposal

I. Definitions

“DBA” means the Department of Business Affairs and Licensing

“Department” means the Department of Public Health

II. License Application

- A. The Riverwalk Food Establishment application must be submitted to DBA prior to the proposed date of opening for the business. The Riverwalk Food Establishment license will not be available on the day an application is submitted.
- B. Upon application for license with the Department of Business Affairs and Licensing (DBA), a set of plans shall be submitted to DBA in accordance with the criteria.
- C. At all times during hours of operation and preparation for operation, at least one employee must hold a Food Service Managers Certificate. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate.
- D. All applicable certificates in II.C. above shall be submitted upon application for a business license.

- E. A certificate of insurance evidencing Commercial General Liability coverage is required for each vendor. Each application must also include a copy of a current (no more than 6 months), passing Sanitation Health Inspection Report from the local inspecting agency. The application will be reviewed by DBA and then forwarded to the Department for its approval.
- F. The Department, prior to a license being issued, must approve all menu items. DBA will contact the license applicant upon license approval. The vendor must comply with all DBA licensing requirements.

III. Plan Requirements

The applicant for a license to operate a Riverwalk Food Establishment shall provide to DBA the following information that will be forwarded to the Department:

Servicing by Support Base Food Establishment

- A. The submittal of menus, number of anticipated customers, and frequency of operation. Type and volume of food and/or beverages to be served, held, prepared, packaged, or otherwise provided for human consumption. The frequency of support functions would be on a case-by-case basis to comply with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*
- B. Equipment used to serve, hold, prepare, package, or otherwise provide food for human consumption
- C. Location of operation
- D. Adequate and convenient hand washing and toilet facilities
- E. Source of water
- F. Methods of liquid and solid waste disposal
- G. Copies of copies of each valid Food Service Sanitation Managers Certificate and copies of each person's Summer Festival Food Vendor Sanitation Certificate for the current year, when applicable

IV. Restricted Operations

The menu of a Riverwalk Food Establishment must be limited to pre-cut or pre-washed foods that have been obtained from a licensed food establishment; food that is prepared and packaged in individual servings; and, any potentially hazardous foods must be cooked or prepared to order. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at a licensed facility, properly cooled, stored, and transported, can be prepared or served. Foods that present a high relative risk of causing foodborne illness, including but not limited to raw marinated fish, raw molluscan shellfish, steak tartare, lightly cooked fish, rare meat, and soft cooked eggs, may not be served at Riverwalk Food Establishments.

V. Base of Operations

Riverwalk Food Establishments shall operate from a licensed commissary or other fixed food service establishment, and shall report at least daily to such location for all supplies, and for all cleaning and servicing operations. The base of operation must be of such size and scope as to accommodate its own operation, as well as support the needs of the Riverwalk Food Establishment. The commissary or other fixed food service establishment shall be licensed and operated in compliance with the Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42 and the Chicago Board of Health Rules and Regulations. The commissary or other fixed food establishment is responsible for ensuring that the Riverwalk Food Establishment operates in compliance with the local code, and all relevant rules and

regulations.

VI. Location

A Riverwalk Food Establishment may only operate on property where a Riverwalk Venue liquor license is allowed in accordance with Code section 4-60-074.

VII. Facility

Structural Components for the Riverwalk Food Establishment

All usual and customary public health risks must be evaluated when assessing an outdoor cooking operation with the additional consideration of exterior environmental factors. The structural requirements for the outdoor site are dependent on whether there will be cooking only or food preparation, cooking, storage, and/or service at the Riverwalk Food Establishment. If food is being prepared, held, and/or served at the outdoor site, there should be a greater level of structural protection. The Chicago Department of Public Health will have to assess the environmental factors to determine the extent of protection necessary. The following are minimum standards:

- **Floors**
Floor surfaces in Riverwalk Food Establishment will be consistent with the requirements for temporary food establishments. (1) If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that are effectively treated to control dust and mud.
- **Walls**
If there is cooking only at the Riverwalk Food Establishment, walls are not required in most circumstances. If there is any food preparation, service, storage and/or hot or cold holding performed at the outdoor site, consideration must be made to environmental conditions to provide adequate food protection. This may be accomplished through use of tents with sides, screening, air curtains, vermin-resistant facilities, or other methods in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*
- **Overhead Protection**
Each individual piece of cooking equipment must be separately covered (cooker top, chafing dish lid, etc.) or all uncovered pieces must have overhead protection. Examples of acceptable overhead protection are tent, canopy, awning, table-type umbrella, or a permanent structure. The presence of overhead protection, such as a tent or canopy, does not preclude circumstances in which protection of individual food containers is also required.
- **Ventilation and Fire Protection**
The Riverwalk Food Establishment shall meet the requirements of ventilation that comply with the applicable requirements of the ventilation and fire prevention codes of the City of Chicago and the regulations published by the Board of Health.
- **Lighting**
Adequate lighting by artificial or natural means is to be provided. The lighting intensity shall be consistent with *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*.

VIII. Food and Beverage Service

- A. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at the licensed facility, properly cooled, stored, and transported, may be prepared or served.
- B. All food shall be clean, wholesome, and free from contamination, adulteration and misbranding.
- C. All food and drink sold or served must originate from licensed food sources.
- D. All fruits and vegetables, for cooking and ready-to-eat, must be washed with clean drinking water prior to service.
- E. All unapproved menu items that are offered to the public shall be destroyed, and the vendor's permit to operate will be suspended.
- F. No food or drink cooked or prepared in the home or other unlicensed facility (home canning and baking included) may be sold, served or given away.
- G. Only clean drinking water, such as commercially bottled drinking water, may be used for food preparation tasks, cooking, cleaning and hand washing.
- H. The Department may prohibit the sale of some or all potentially hazardous foods, or may waive or modify requirements of these rules and regulations when in his opinion a health hazard is not likely to result from such modification.
- I. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
- J. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
- K. Overnight storage refrigeration and freezer trucks must be monitored and kept secure. Temperatures must be taken every two-hours. Temperatures must be recorded throughout the day on a log and made available for review by the sanitarian. The log must be kept for 30 days. Each log shall list the item being checked, the date and time temperature taken, and the corrective action taken if the temperature does not meet the requirement.
- L. All beverages must be sold in the original container or from dispensers filled in licensed facilities. Food not in an original container shall be properly labeled.

IX. Food Protection

A. General Provisions

- 1. All food must be shielded from the public with some type of protective covering, such as a sneeze guard or be displayed at least six (6) feet from the public to prevent malicious handling or contamination.
- 2. Customer self-service is prohibited.
- 3. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
 - a. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
 - b. Hot foods, after appropriate cooking, shall be kept hot (>140° F or above) until served.

- c. Precooked food (permitted only from licensed facilities) must be rapidly reheated to at least 165° F prior to hot holding or service.
- 4. Ice shall be obtained from a licensed commercial source in either chipped, crushed or cubed form and shall be received in single use closed bags. Ice must be stored in clean and sanitized storage containers that are self-draining and easily cleanable. The ice must be protected from dust, insects and other potential contaminants.
- 5. All food and single service articles shall be stored off the ground, e.g., on pallets or shelves 6" above ground, and shall be covered to prevent contamination by dust, insects, rain and other contaminants.
- 6. Storage of food in undrained ice is prohibited, except that cans of non-potentially hazardous beverages, e.g., soft drinks, beer, may be so stored when the water contains at least 100 ppm chlorine (1 tablespoon household bleach per gallon of water) and is changed at least twice daily or more if needed to maintain the chlorine sanitizer at that level. Chlorine test strips shall be provided at each booth to test that the chlorine in the water is at least 100 ppm.
- 7. The food preparation area shall be washed and sanitized after each use to minimize cross-contamination.
- 8. Frozen potentially hazardous foods shall be thawed in a mechanical refrigerator (40° F or below), or in cold running potable water at a licensed facility, or cooked frozen.
- 9. All potentially hazardous foods must be cooked to the required internal temperature. Improperly cooked product will be disposed of.
 - a. Foods must be cooked to the proper temperature; poultry and stuffed meats shall be cooked to an internal temperature of 165° F for 15 sec.
 - b. Pork and hams – 155° F.
 - c. Beef – 155° F.
 - d. Beef Steaks – 145° F for 15 sec.
 - e. Fish – 145° F for 15 sec.
- 10. Condiments, e.g., catsup, mustard, sugar, shall be individually packaged or dispensed from a container, such as a squeeze bottle or pump dispenser that protects the condiment from contamination. Other condiments such as chopped onions, pickles, hot peppers, etc., shall be dispensed in individual packages or portions. Condiments shall be properly labeled and monitored to prevent malicious contamination.
- 11. No bare hand contact with ready-to-eat foods is allowed. All ready-to-eat foods and ice shall be handled with gloves, scoops, tongs, spoons, deli paper or other appropriate utensils. Ice shall not be hand-dipped or dispensed by dipping into the ice with a glass or cup; ice tongs or scoops are required.
- 12. Serving utensils shall be stored either:
 - a. In food with the handle extending out of the food;
 - b. Stored on a clean surface; and,
 - c. Clean and dry.
- 13. All foods must be removed from the booth at the end of the day. Leftover prepared foods, i.e., egg based batters, shall be properly disposed of at the end of each day. No re-service of leftovers is permitted.

14. Each mechanically refrigerated unit shall be provided with a thermometer that is accurate to $\pm 2^{\circ}$ F.
15. Each stand that serves potentially hazardous foods shall have and use a metal stem-type food thermometer to assure the attainment and maintenance of the temperature requirements. This thermometer shall be numerically scaled in 2° F increments from at least 0° F to 185° F, and be accurate to $\pm 2^{\circ}$ F.
16. All vehicles used for storage of food must be secured and monitored at all times. The temperature of each vehicle shall be monitored, as evidenced by a written log maintained by the vendor for 30 days and open to inspection at all times by the Department, to ensure product safety.

B. Transportation of Food

1. Vehicles transporting food shall be constructed so that the portions of the vehicle that contain food shall be covered so that no dust will settle on the food.
2. Each vehicle shall be kept in a clean and sanitary condition, and protected from contamination.
3. Each vehicle shall be kept in good operating condition.
4. Refrigeration equipment shall conform to all standards in code 7-38-040.
5. No domestic or wild animals, bird or fowl shall be permitted in any area where food is stored.
6. Hazardous nonfood items such as detergents, insecticides, rodenticides, plants, paint and paint products that are poisonous or toxic in nature shall not be stored in the food and equipment storage area of the vehicle.
7. While being stored during transportation, all food shall be stored at 40° F or less; and all frozen food shall be stored at 0° F or less.
8. All unwrapped or unenclosed foods shall be protected from contamination, public handling, dust, dirt and insects.
9. Packaged food or drink shall not be stored in contact with undrained ice or water.

C. Toxic Compounds

1. Toxic chemicals, such as Chlorine, must be properly labeled and handled to prevent contamination.
2. Toxic chemicals shall be in a secured location and kept apart from food.
3. Pesticides shall be under the general control of the person-in-charge and secured in a general location.

D. Pest Control

1. All reasonable control measures shall be used to effectively minimize and eliminate the presence of rodents, flies, roaches and other vermin on the premises.
2. Where flies are prevalent, all openings to the outer air shall be effectively screened with 16-mesh wire or plastic cloth. All doors shall be self-closing and screen doors to the open air shall open outward. In cases of other unprotected openings, properly operating and approved air curtains or fans of sufficient power, or other approved means to prevent the entrance of flies shall be used.
3. Windows, doors, skylights, transoms and other opening shall be screened. Screens shall be tight fitting and free from holes.

X. Personnel

- A. All persons who are employed in any capacity in a food establishment shall wash their hands thoroughly in an approved hand washing facility using warm water and a suitable soap or detergent, rinsing and drying with sanitary toweling or an approved drying device before starting or returning to work and as often as necessary to maintain a high degree of personal cleanliness and conform to hygienic practices while on duty. All employees shall wash their hands after using the toilet facilities, and after handling garbage, unclean utensils or other contaminating conditions.
- B. No person affected with or carrying any disease in a communicable form, or affected with boils, infected wounds, sores, acute respiratory infection or intestinal disorder shall work in any area of a food establishment in any capacity in which there is a likelihood of that person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons. It shall be unlawful to employ any person known or suspected of being affected with any such disease or condition in such an area or capacity, and if the person in charge of any such food establishment suspects that any employee has contracted any disease, he shall notify the department of health immediately.
- C. Fingernails shall be cleaned and trimmed; excessive jewelry shall not be worn.
- D. Hands and arms shall be washed with clean hot and cold water and soap, before starting work, after using the toilet, handling money, handling raw products, coughing and sneezing and as frequently as necessary to maintain clean hands and arms.
- E. Each such sink shall be properly connected to a potable water supply. The waste drainage from the sink shall flow to an approved waste retention tank only. All plumbing shall be in compliance with all plumbing provisions of the Municipal Code of Chicago.
- F. Hand washing facilities shall be provided in a convenient location and used in each facility. The minimum acceptable arrangement shall be a hand washing station, hot and cold potable water, soap, and paper towels. Common towels are prohibited.
- G. Personnel shall wear clean outer clothing. No sleeveless shirts, such as tank or halter-tops, are permitted. Bare midriffs are not allowed.
- H. Personnel shall wear effective hair restraints, such as hairnets or billed "baseball caps" where the hair is covered and contained. Visor caps or hair spray are not considered adequate. Mustache or beard restraints shall be used for any facial hair exceeding one (1) inch in length.
- I. Eating, drinking, smoking or other use of tobacco is prohibited in the food preparation area.
- J. Without exception and at all times food is being handled, a person who has completed the Food Service Sanitation Managers Certificate must be present at the Riverwalk Food Establishment. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate. Both certificates must be valid for the current year and be posted during hours of operation. Riverwalk Food Establishments without such supervision shall be immediately suspended.

XI. Equipment

- A. Only single-service customer utensils (forks, spoons, knives, cups and plates) shall be provided to the customer. No single-service article may be reused.

- B. Single-service articles shall be stored off the ground and protected from contamination during storage and dispensing. The utensils shall be dispensed handle-first from containers.
- C. Single-service cups shall be dispensed from an approved tube dispenser or from the original plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or exterior lip of the cup.
- D. Food contact equipment and surfaces shall be smooth, easily cleanable, nonabsorbent, in good repair, and of food-grade material. Chipped or glazed enamelware, galvanized surfaces, and non-food grade wood surfaces, i.e., not an approved wooden cutting board, are not approved food contact surfaces. Wooden daubers are prohibited.
- E. Cooking surfaces shall be cleaned at least once a day, and more frequently if needed.
- F. Wiping cloths used for cleaning food contact and non-food contact surfaces shall be kept clean and dry.
- G. Containers of sanitizer shall contain a sanitizing solution of 100 ppm chlorine (1 tablespoon per gallon of water). The water shall be changed every four (4) hours during operation or more frequently as needed. The department must approve the use of other sanitizers.

XII. Cleaning of Equipment and Surfaces

- A. Equipment, utensils, and food-contact surfaces shall be smooth, easily cleanable, durable, in good repair, easily accessible for cleaning, non-toxic, corrosion resistant, and non-absorbent.
- B. On-site dishwashing is not permitted; vendor must supply enough sanitized equipment and utensils such as, cutting boards, blenders and tongs, to meet the daily needs. All dirty utensils and equipment must be taken to the base operation for washing, rinsing and sanitizing daily or as often as needed.
- C. All equipment shall be maintained in a clean and sanitary manner.

XIII. Waste Disposal

- A. Waste water – A minimum of one 55-gallon drum open at one end covered with tightly fitted 1/4" mesh screening shall be required of each vendor to receive food preparation waste water and covered with a lid before use. Each waste water drum (including beer icing barrels) shall be pumped out nightly by a contractor who has vacuum truck equipment. The accumulated water must be delivered to the Metropolitan Water Reclamation District for Disposal.
- B. Waste of any kind may not be disposed of in the public sewers, on the ground, or in any public body of water.
- C. Cooking oils and grease – Each vendor who performs deep-frying shall be required to provide one (1) open end 55 gallon drum with a solid lid in which all generated waste oil and grease will be disposed. A grease-rendering contractor for proper disposal shall collect this waste nightly.
- D. Charcoal ash – Any vendor who operates a charcoal fire cooking table shall be required to provide one open-end 55-gallon drum with a tightly fitting lid for ash disposal.
- E. Container identification – The purpose of each drum shall be clearly marked on its side and each shall be color coded as follows:
 - 1. Blue – waste water
 - 2. Black – grease
 - 3. Red – charcoal/ash waste

4. Yellow or brown – trash

RIDER FIVE
CITY OF CHICAGO RIVERWALK VENUE LIQUOR ORDINANCE

4-60-074. Riverwalk Venue liquor licenses - Special conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue Riverwalk Venue liquor licenses. Provided, however, that no Riverwalk Venue liquor license shall be issued under this section unless: (1) the applicant holds a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city; or (2) if the applicant does not hold a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city, the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health.

(b) A separate Riverwalk Venue liquor license shall be required for each outdoor location from which sales of alcoholic liquor are made on the Chicago Riverwalk. In addition to the information required under Section 4-60-040, an application for a Riverwalk Venue liquor license shall: (1) designate the specific site at which the applicant intends to sell alcoholic liquor; (2) designate any area where liquor will be sold, if such area is not part of a restaurant or tavern; and (3) designate the location at which the licensee will clean glasses and utensils used in the service of alcoholic liquor. The fee for a Riverwalk Venue liquor license shall be the same as the fee for a consumption on the premises-incidental activity license.

(c) Except as otherwise provided in subsection (k) of this section, Riverwalk Venue liquor licenses may authorize the sale of beer, wine and spirits at the approved location. Persons holding a Riverwalk Venue liquor license are authorized to serve alcoholic liquor indoors and outdoors at the approved location. Any approved location outdoors where alcoholic liquor is sold or served shall be clearly demarcated in a manner that effectively isolates such location from thru-traffic by nonpatrons of the licensed venue.

(d) A Riverwalk Venue liquor licensee shall be subject to all provisions of this chapter with the following exceptions:

(1) Subsections (e) and (f) of Section 4-60-040; the 45-day review period of subsection (h) of Section 4-60-040; and Section 4-60-050.

(2) A Riverwalk Venue licensee shall not be required to maintain facilities for the cleaning of glasses and utensils at the point of sale as otherwise required under subsection (a) of Section 4-60-100, if the licensee serves food and alcoholic liquor in disposable containers only.

(e) A Riverwalk Venue liquor licensee shall (1) maintain at the licensed venue adequate handicap-accessible portable toilet and hand-washing facilities distributed equally between genders and consisting of water closets or chemical closets equipped with a sink or hand-sanitizer-gel-dispensers; and (2) comply with all the health, sanitary and inspection requirements of Chapter 4-8 of this code. Provided, however, that item (1) of this subsection shall not apply if the licensed venue has toilet and hand-washing facilities meeting the applicable requirements of Sections 18-29-403.1 through 18-29-403.6 and Section 18-29-404.

(f) No Riverwalk Venue licensee shall serve or permit the service of alcoholic liquor outdoors between the hours of 11:00 P.M. and 11:00A.M.

(g) No Riverwalk Venue licensee shall sell or offer for sale any package goods.

(h) No Riverwalk Venue licensee shall sell or offer for sale any food other than prepackaged and non-perishable foods as defined in Section 4-8-010, unless (1) such food is prepared at a venue holding a valid retail food establishment license under Chapter 4-8 and the venue at which such food is prepared meets the requirements of Article I of Chapter 7-28 of this code, including all rules and regulations promulgated thereunder by the board of health; or (2) the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health. Foods prepared at a venue meeting the requirements of item (1) of this subsection may be refrigerated or heated, as applicable, and sold or offered for sale at a venue licensed under this section, if the applicable food handling and sanitation requirements set forth in Sections 7-38-005 through 7-38-025 are met.

(i) No Riverwalk Venue licensee shall sell or serve alcoholic liquor on the licensed premises unless regular food service is also available to patrons at all times that alcoholic liquor is sold or served. All drinks containing alcoholic liquor must be served and consumed on site.

(j) No Riverwalk Venue licensee shall allow seating at any bar located outdoors. Service bars only may be provided outdoors. Bars with seating may be provided indoors.

(k) No Riverwalk Venue licensee shall sell or serve spirits by the bottle.

(l) No Riverwalk Venue licensee shall broadcast music, announcements or other disruptive sounds or offer live music or entertainment between 8:30 P.M and 11:00 A.M., or violate any limitation on noise or vibrations set forth in Chapter 11-4 of this code. Provided, however, that emergency broadcasts may be made.

(m) For purposes of this section:

“Approved location” means the location identified in the site plan submitted and approved for use in the original license application, unless notice of any proposed change is given to the department, 30 days in advance of the proposed change, and the proposed change is approved by the local liquor control commissioner.

“Chicago Riverwalk” has the meaning ascribed to the term in section 2-32-1300(a).

“Heated” means warmed in or on an oven, microwave, indoor or outdoor barbeque grill or similar object.

“Retail food establishment license” means a license issued under Chapter 4-8 of this code.

“Spirits” has the meaning ascribed to the term in Section 3-44-020.

(Added Coun. J. 1-9-08, p. 18918, § 2; Amend Coun. J. 11-8-12, p. 38872, § 55; Amend Coun. J. 3-13-13, 47545, § 1002)

RIDER SIX

Design Criteria and Construction Procedures for Improvements on the Chicago Riverwalk

Introduction

The design of Improvements to the Riverwalk locations should be reflective of the intent of the Guiding Principles of the Riverwalk. The Design Criteria and Construction Procedures for Improvements on the Chicago Riverwalk were drafted to assist Licensees in creating an environment that is respectful of the nature of the linear park in an urban environment surrounded by landscaping and an active waterway. It is intended to provide Licensees, their designers and contractors with information required for the design and construction of their area within the Chicago Riverwalk. Any construction, renovation or installation of structures or facilities for the Chicago Riverwalk shall be in conformance with these guidelines and require City approval.

Licensee accepts the Licensed Area in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements. If the Licensee is proposing to use a Riverwalk facility currently in existence or is proposing another solution, which is not covered by these criteria, 2FM written approval is required prior to implementation.

The Licensee is responsible for becoming familiar with all applicable Reference Documents for the operations included but not limited to;

- License Agreement
- City of Chicago Department of Buildings Building Permit
- Chicago Department of Health- Rules and Regulations for Riverwalk Food Establishments
- Riverwalk Liquor Ordinance

Licensee is responsible for reviewing, understanding and implementing as part of its design, the latest editions of Federal, State and Local codes, ordinances, and regulations applicable to the work. Review of Licensee documents by 2FM and/or its designated representative does not relieve the Licensee of responsibility to satisfy all such applicable requirements. These requirements include, but are not limited to:

- Municipal Code of Chicago
- City of Chicago Building Code
- City of Chicago Department of Health Regulations
- American Disabilities Act
- Illinois Accessibility Code
- USCG- Army Corps
- Environmental Laws

General Conditions

Licensee shall provide a thematic image, signage and finishes package for the Location that is consistent with the Guiding Principles of the Riverwalk for approval by 2FM. The awnings, umbrellas and canopy colors must be approved in writing by 2FM. The Licensee is required to submit a material sample of the canvas plus drawings with dimensions for review and approval prior to fabrication and installation. For food operations, the methods of dispensing condiments, utensils, napkins and other products will be reviewed as part of the design submission to 2FM. The Licensee is to anticipate the needs of the food service or other Licensee operation and provide a comprehensive system integrated into the cart design.

Tupperware containers, cardboard boxes, plastic bags or other similar dispensing methods will not be permitted.

Product display is to be attractively and professionally arranged and is limited to the approved surfaces contained within the cart, trailer and facilities. Additional display or storage in the common park areas around the facility is not permitted.

Improvements shall be constructed in accordance with the Plans and Specifications approved in writing by City.

For operation after dusk, in accordance with the Agreement, the Licensee's carts and facilities shall provide incandescent lighting in concealed locations to permit operation by the Licensee. Lighting shall not be directed into the eyes of customers and shall be low glare type directed at work surfaces. Fixtures that minimize light pollution are recommended.

Improvements shall be constructed and installed in a good and workmanlike manner using only new (or recycled sustainable) materials. All materials and workmanship shall be of a uniformly high quality and performed in accordance with the very best standards of practice.

Improvements shall be constructed in compliance with applicable statutes, ordinances, building codes, codes and rules, regulations and directives of any local, state or federal entity having jurisdiction and all generally applicable procedures and requirements of the City.

The City's approval of any Licensee's proposed Improvements may be withheld, granted or conditioned upon factors which it determines in its sole discretion has or may have an impact upon the City or Riverwalk, or its efficient or productive operation thereof; including but not limited to, the removal of the proposed improvement, structure, alteration, modification, sign or addition upon termination or expiration of the License Agreement.

The Riverwalk is a fully accessible facility and Licensee is responsible for being familiar with all applicable ADA code requirements and make accommodations for servicing people with disabilities. Disability Awareness Training is recommended for restaurant servers and greeters.

The Licensee is responsible for securing the location when it is not in use. 2FM in some instances may make available an area for cart storage, provided the carts can be moved safely through the pedestrian path without the assistance of a vehicle. The availability of storage areas for Licensee use, if any, must be coordinated with 2FM on a case-by-case basis depending on location and the facilities available in the area and will be included in the Licensee Agreement.

All Licensees shall obtain all licenses and necessary permits prior to installing or operating a cart, trailer or other facility. All food operators are to obtain required approvals and permits from the Department of Health and are subject to inspections during the Season. A Food Service Sanitation Certificate, for at least two employees, from an approved training source and are to comply with 2FM, Health Department and any other jurisdictions in operating a food concession at all times.

The Licensee is to provide the following, which shall not be limited to: its own cleaning products; shelving for storage; refrigeration as required for its operation; security for cart and accessory storage. Licensee is responsible for obtaining all applicable permits and approvals from the Department of Health.

Whenever possible, 2FM will share existing drawings and available information with the Licensee. 2FM will make its best efforts to provide the most current information available but does not warrant the accuracy or completeness of same; the Licensee shall be responsible for verification of existing conditions. In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after finalizing the Licensee Agreement.

The Licensee is to coordinate with 2FM to determine utilities available at the operating location, or if any such utilities are available. If utilities are unavailable at the operating location, the Licensee will coordinate with 2FM. Telephone service shall not be provided by the City. The Licensee will provide cellular phone service at the food cart location at all times.

Under no circumstances shall the Licensee make any attachments to the Wacker Drive Structure. Wacker Drive is a post-tension deck and can not be drilled into for any reason.

Licensee is responsible for removal of all trash and debris from construction of Improvements at their own expense.

The facility components shall be maintained by the Licensee at all times during operation. Facilities shall remain free of stickers, decals, signage, striping, graffiti, logos, banners, writing, etc. except as required or specifically approved by 2FM. Facilities shall be refurbished or replaced at the Licensee's expense when they no longer maintain an acceptable appearance level at the sole discretion of 2FM.

Due to weather conditions the Licensee shall be responsible for properly anchoring the cart in its operating location to prevent damage from high winds which may disrupt or overturn the cart. Any damage will be the Licensee's responsibility to repair or replace as necessary.

Tables and chairs for customer seating in the Location will be approved as part of the Development Design submission to 2FM and approved by 2FM in advance of installation. Licensee will be required to submit table, chair and umbrella selections for approval and will be responsible for maintenance, storage and replacement as identified as part of the Agreement. Seating for persons with disabilities should be dispersed throughout the footprint. Tables should have a minimum clearance of 30" under tables and 30" between legs.

It is the responsibility of the Licensee and its contractors to take all precautions to provide proper protection of all existing conditions. The Licensee and its contractors shall pay for any and all damages incurred as a result of their work. If the Licensee and/or its contractors' operations cause any damage, interference or inconvenience to work being carried out under any other contract, the Licensee and/or its contractors shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of 2FM. If the Licensee fails to comply with this provision, the work will be done by others at the expense of the Licensee.

Any damage to the Location caused by the Licensee or any of its employees, contractor(s) or workmen shall be repaired forthwith by and at the expense of the Licensee.

Development Plan and Conceptual Design of Improvements

The Respondent will submit a Development Plan and Conceptual Design describing in detail the thematic concept for the Location and its plan and schedule for implementing the improvements.

Design Submission Requirements are:

- Cover letter describing the nature and scope of the project.
- Proposed schedule for all elements of work.
- Anticipated cost estimate for Improvements.
- Key Plan showing the location of site within Riverwalk.
- Drawings and Documents, including cut sheets of major elements or finishes.
- Preliminary Floor Plan showing interior and exterior design including materials and finishes.
- Landscaping plan surrounding the Location.
- Storefront elevation and section showing storefront concept including graphics and signage, materials and finishes or Cut Sheet or trailer or mobile unit being installed

The design and submitted documents and materials shall be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to 2FM and its sole discretion.

Design Review

2FM will review each design submission on individual merit and in the context of the surroundings of the Licensees location within the Riverwalk footprint and reserves the right to require changes to, or reject elements of, the design. 2FM will make its best efforts to expedite the reviews of the Licensees submissions and assist with permits required by the Department of Buildings and Department of Transportation.

The City's approval of any Plans and Specifications shall not be deemed or be construed to indicate or demonstrate adequacy of the design, construction or safety of the proposed improvement, structure, alteration, modification, sign or addition.

Permits

Following the design approvals indicated above, the Licensee shall obtain a Building Permit from the Department of Buildings. Note, that approval from 2FM does not constitute approval from the City's Department of Buildings, Department of Transportation or Department of Health. Licensees are responsible for obtaining all permits, paying all fees and obtaining all required approvals.

Construction shall not commence until the above noted approvals and permits are secured and satisfactory evidence of same has been provided to 2FM.

If specified by Department of Buildings, the Licensee shall obtain a Certificate of Occupancy for the applicable Improvements. In the case of food or beverage tenancies the Licensee shall also obtain all approvals and certificates as required by the City of Chicago Department of Health.

Pre-Construction Meeting

A pre-construction meeting must be scheduled with 2FM and involve the Licensee, Licensee's contractor and job site superintendent. Schedule and scope of work will be reviewed along with logistical items (security, delivery, trash removal etc.) 24 hour Contact numbers of construction team will be provided to 2FM along with:

- a. One copy of the applicable City of Chicago Building Permit
- b. One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.

- c. One copy of the Insurance Certificate
- d. A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with 2FM, CDOT or any other agency. If 2FM identify any problems with regards to the schedule or construction plan, they will inform the Licensee.

Post Construction Inspection and Documentation

- a. Complete and accurate as-built drawings signed by the contractor/ builder of all work provided within the Location. "As-built" submissions shall include:
- b. One cd of the as-built construction document electronic drawings files that were created using an acceptable version of CADD software, and a set in TIFF format and set in PDF format.
- c. Copies of all reviews, sign-offs and other items pertaining to construction of the Improvements.
- d. A statement certified by the Licensee detailing the costs for the Improvements.
- e. If applicable, a copy of the approved Certificate of Occupancy.
- f. A walk-thru of the Location to see Improvements

Criteria for Carts and Trailers

The following criteria govern the Licensee's design and installation of a cart, trailers and other proposed facilities for the Chicago Riverwalk. In order to address the seasonality of the Chicago Riverwalk, carts, trailers and temporary facilities may be used. A cart is designed to be brought to its approved operating location by the Licensee each morning and returned to an approved storage area at the end of each day if not otherwise anchored to the Location. Also permitted are enclosed trailers which will be towed to its location and installed for the duration of the Season. Vehicles moving trailers or carts throughout the Riverwalk on a daily basis will not be permitted.

The Licensee is to provide a cart or trailer which complies with these design criteria, the License Agreement; the City of Chicago building codes; and Chicago Health Department requirements. In particular, please reference the requirements from the Department of Business Affairs and Consumer Protection- Mobile Food Vendor Licenses and the Department of Health Rules and Regulations Re: Riverwalk Food Establishments.

If the Licensee has an existing cart, trailer or other equipment or type of vehicle it would like to retrofit to comply with this program, photographs along with a specific description of the modifications proposed for compliance are to be presented to 2FM for review and approval. Other temporary facilities may be proposed for consideration and potentially approved by 2FM upon review if they fulfill the Guiding Principles of the Riverwalk and Appearance Requirements stated below and not require the use of motor vehicles on a daily basis. The Licensee will be responsible for any permits and inspections from the Department of Buildings and Health Departments.

Appearance Requirements

In order to comply with Guiding Principles, the Licensee is required to provide an attractive image for the Location within the Riverwalk. 2FM shall maintain approval rights over the Licensee's design, signage, finishes, color scheme and appearance of the equipment or facility. 2FM reserves the right to change design criteria at any time. 2FM shall be the sole interpreter of acceptable facilities and the appearance

conformance with these criteria. As the Licensee's carts, trailer and facilities will be operated in an outdoor location in an urban environment finishes and materials must be highly durable.

Cart Design

This unit is designed to be rolled from its operating location to a Licensee provided storage location within the Riverwalk (if available). Carts that require vehicles to transport them on a daily basis are not acceptable. The body of the cart is to be primary color that must be approved in writing by 2FM and have protective corner angles. The canopy shall be supported by four metal supports, one at each corner of the cart. Wheels must be concealed with black latex; exposed decorative wheels must be approved in writing. An awning shall be provided above to entirely cover the cart and must be approved in writing by 2FM.

Trailer

This unit is envisioned to be a semi-permanent mobile trailer unit, which will be towed behind the Licensee's vehicle to its designated operation location. It is to remain in place throughout the duration of the season. The trailer is to be installed, anchored in place, removed and maintained in accord with the Agreement. The trailer is to incorporate elements similar to the balance of the program to create a unified appearance. These include a canvas canopy over metal support framework, standard signage panel and black latex to conceal all trailer wheels. All trailers must be approved in writing by 2FM.

Submission Requirements

Licensee shall submit a set of drawings prior to new cart, and facility fabrication or construction including canopy material samples for approval. The submission is to identify all aspects of the appearance and construction techniques for 2FM's written approval prior to fabrication and or installation. The Licensee's submission is to describe: food service equipment types and appearance; utility needs and supply methods; signage design and location; product price board design and location; chair appearance; lighting methods and if permitted, additional customer seating, tables and umbrella selections.

For existing facilities desired for reuse and retrofitting, the Licensee is to submit photographs along with a description of the scope proposed to update the equipment to be in compliance with this criteria to 2FM for review and approval.

Upon obtaining the 2FM approval, the Licensee will submit drawings of new cart or trailer fabrication as well as existing facility modifications to 2FM and to any other jurisdiction as required by law for approval prior to fabrication or construction. The Licensee is responsible for all permits and Agreements required for installation and operation in the Chicago Riverwalk.

Depending on the type of food handling performed by the Licensee, the cart or trailer shall provide integrated sanitary facilities such as a hand sink, hot water, clean water storage tank and soiled water storage tank and any other facilities as may be required by 2FM and Department of Health and any other jurisdictions. The cart will be required to pass a Department of Health inspection prior to being placed in operation. Please reference the Rules and Regulations for the

Signage

All signage must be approved by 2FM and be consistent with the Riverwalk guidelines

The Licensee is required to submit a drawing or mock-up with dimensions to 2FM for review and approval prior to fabrication and installation.

The standard sign panel shall be incorporated into the Licensee's cart or trailer, building or other facility design in a manner to be attractively in proportion to the size of the facility. The final signage size and sign panel proportion to the facility will be determined by 2FM. Signage will not be permitted in any other location without express written approval by 2FM. Logos and other graphics are permitted for use only in the Licensee's signage area as approved by 2FM. The signage type face, color scheme and logo shall be attractively designed, integral and visually related to the design of the cart, trailer, or facility and must be submitted to 2FM for written approval before installation.

All signage is to be non-illuminated. Permitted signage options for cart, trailer, building or other facility identity signage are to be professionally applied to the standard signage panel by: painting using silk-screening techniques; or by use of vinyl die cut letters applied to the white opaque sign panel surface.

The Licensee shall provide a singular product price board, attractively designed and professionally fabricated, listing all the products or services available and the cost of these items. The board is to coordinate with the appearance and design of the facility. In addition, the product price board must contain the telephone number for the public to contact about service, cleanliness, or conduct of employees of the Licensee. The product price board and the installation location shall be reviewed and approved by 2FM prior to fabrication. The lettering on the menu board should be in readable font.

Additional signage including but not limited to: hand made signs; product photographs; today's special items; banners; non-professionally designed or fabricated signs of any type, are not permitted for use unless specifically approved by 2FM in writing.

Installation and Commencement of Operations

The facility may be installed, (or in the case of existing facilities, modifications may begin) and operations may commence upon: full execution of an Agreement between Licensee and 2FM; upon receipt of full approval from the City of Chicago building department, or other jurisdictions; upon receipt of 2FM approval for the appearance and design of the Licensee facility and accessories; when operating insurance required by the Agreement is provided and in the case of food operations, inspections of all jurisdictions have been performed and approvals received. Commencement of operation may not begin until all of the above has occurred.

RIDER SEVEN

Standard Form: License Violation Report

Riverwalk Incident-Violation Report	
Description of Incident- Violation Observed:	
Date and Time of Incident-Violation:	
Licensee Name:	
Location:	
Chicago Police Notified:	_____ Yes _____ NO
Time Called	
Time Arrived	
Police Report #:	
Chicago Fire Department Notified	_____ Yes _____ NO
Time Called	
Time Arrived	
Health Department Notified:	_____ Yes _____ NO
Other important information:	
Signature of Person Reporting:	
Person Reporting:	
Date and Time Report:	

EXHIBIT A

Specific Location to be Utilized and Type of Structure, Stand, Cart of Vehicle

Area # _____

For Area #1, please describe the square footage being requested for concessions operations and the approximate location. Mark up page 7 of Attachment A to identify the approximate location for proposed concession.

Site is bounded by _____ (Street) on the east,
and; _____ (Street) on the west.

Total square footage requested: _____

Describe the type of structure being proposed for the Area: _____

Describe the utility requirements: _____

Provide photos, renderings or specification sheets if available for proposed structure, stand, cart or vehicle:

Description on construction requirements for structure and what materials will be used:

Please indicate in site layout what space is interior and what is exterior, including square footage for each. How will proposed layout be separate from the common areas, landscaping, decorative fencing, etc.

Please share any other details regarding the layout, construction, and design proposed.

EXHIBIT B

Menu or Services Offered for Concession and Pricing

EXHIBIT C

Letter of Credit

EXHIBIT D

Utilities

Exhibit E
Insurance

INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

**Concessions on the Chicago Riverwalk
Food Licensees**

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, mobile equipment, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on Endorsement CG 20 10 or a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4) Property

Licensee is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, used, leased or rented by Licensee and for loss or damage to all property that is in Licensee's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensees maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance

requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

Concession on the Chicago Riverwalk
Non-Food Licensees

The Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, participants, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Property/

The Licensee is responsible for all loss or damage to personal property (including but not limited to material, equipment, tool and supplies) owned, rented or used by Licensee.

Licensee is responsible for any loss or damage to all property in the Licensee's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensees maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____
 Address: _____ RFP#: _____
 (NUMBER & STREET) Project #: _____
 (CITY) (STATE) (ZIP) Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The City of Chicago is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the City.
- c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements

Name and Address of Certificate Holder and Recipient of Notice									
Certificate Holder/Additional Insured City of Chicago Dept. of Fleet and Facility Management, Bureau of Asset Management 30 North LaSalle Street, Suite 300 Chicago, IL 60602	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;">Signature of Authorized Rep.</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Agency/Company</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Address</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Telephone</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	Signature of Authorized Rep.		Agency/Company		Address		Telephone	
Signature of Authorized Rep.									
Agency/Company									
Address									
Telephone									

FOR CITY USE ONLY:

c:\certificates\procurement

ATTACHMENT C: GUIDING PRINCIPLES OF THE RIVERWALK

Access

Cities have historically been built along rivers because they were indispensable resources for transportation and commerce. Chicago's earliest settlement began along the Chicago River and it served as Chicago's harbor until the early 20th century; it has always been a social and economic hub.

While the Chicago River is still an important part of local and regional industry, it is also Chicago's second coastline, connecting Chicago's most recognizable landmarks and destinations. The Riverwalk project will provide unprecedented access to the River, giving Chicagoans and visitors a dynamic pathway to experience Chicago and connect to the city's many cultural, natural, and commercial assets.

- Bring people to the water
 - Maintain a continuous public walkway
 - Improve vertical circulation
 - Easy to locate and navigate
- Establish connections
 - Promote as vibrant, active link to the lakefront and other Chicago landmarks
 - Establish the Riverwalk as a connecting thread that runs through the city
- Access for everyone
 - ADA compliant
 - Improve perceived and actual safety
 - A neighborhood amenity for all to enjoy

Activation

Making the River easier to access will have a profound effect on the number of annual visitors. Seasonal programming, unique gathering spaces to host events, and leasable space for restaurants, cafes and other food/ beverage concessions and retail will bring activity and life to the River and will bring a strong sense of place to an already historic space.

- Bring life to the river
 - Provide more seasonal public river uses
 - Ensure year round program and activity
 - Increase recreational and commercial boating
- Create space for civic gathering & diverse events
 - Promote the space for groups and entertainment functions
 - Invest in placemaking, creating unique places on the river
- Economic activation
 - Developing new opportunities along the Chicago River
 - Improve commercial functions and maximize leasable opportunities
 - Support commercial boating activity

Authenticity

The Chicago River has shaped the city and remains an important part of the downtown urban landscape. It is important that the Riverwalk work in harmony with the existing context of the city. The River is authentic

Chicago, it should not feel overly manicured or scripted, but always retain a strong feeling of nature, history, and community.

- Weave the life of the river into the urban fabric of the city
 - Work in dialogue with existing urban context
 - Maintain a sense of unpredictability and encourage the unexpected
- Embrace the history of the Chicago River
 - Honor and showcase history
 - Celebrate the River's uniqueness
 - Historically & architecturally significant buildings, bridges, and bridge houses
 - Modern skyscrapers
 - Classical + industrial details + architecture
- Enhance community life
 - Outreach to residents of Downtown and River North communities
 - Utilize green and open spaces for fitness, wellness, and educational programming
 - Feature public art from local artists
- Balance local pride with tourist intrigue
 - Promote the Riverwalk as a neighborhood amenity for all Chicagoans to enjoy
 - Promote the Riverwalk to visitors as a connection point that weaves together all the best of downtown Chicago

ATTACHMENT D: COMPENSATION SCHEDULE

COMPENSATION

Proposed Location Area #: _____

For proposals within Area #1, please describe approximate location and attach a mark up of page 7 of Attachment A showing site

Minimum Annual Guarantee

The Minimum Annual Guarantee shall be the base amount proposed by the Concessionaire for use of the space based upon a proposed dollar amount per square foot used for Respondents Operations. The payment shall be paid on the 5th of each month of the Season.

Total Square Footage: _____
\$ per square foot: _____
Monthly Payment: _____
Total Season Payment: _____

Supplemental Revenue

The Supplement Fee is a percentage of gross revenues derived by the Concessionaire. It shall be due on December 15, 2015.

Projected
Revenue: _____
Proposed %: _____
Anticipated Supplemental: _____

Non Revenue Generating Proposals:

If the proposal is not expected to generate revenues of any kind, please explain, how the programming is going to draw people down and assist the City in creating the Riverwalk as a downtown destination. Please also indicate if you believe your programming will promote other vendors located on the Riverwalk. Include any data available or projections on how your proposal can financial benefit the City in non-direct ways.

ATTACHMENT E: PROFESSIONAL REFERENCES

PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project:

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Attachment F: AFFIDAVIT

The undersigned Respondent hereby submits to the City of Chicago ("City") Department of Fleet and Facility Management ("Department") the Proposal enclosed, to develop and operate concessions on the Chicago Riverwalk ("Riverwalk") based upon all terms and conditions set forth in the City's Notice of Availability January 28, 2015 ("NOA"), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations described in the Proposal and the License Agreement, ("Agreement") to be executed by the City and Respondent, if Respondent is awarded this concession, and Respondent understands the City will so rely.
2. Respondent acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent.
3. Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the NOA and considers the project feasible.
4. Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.
5. Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to this NOA are due to be submitted to the City, as set forth in the NOA documents.
6. The City reserves the right to reject any and all proposals, to withdraw the NOA, to reissue the NOA, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best concept for utilization of the Riverwalk.
7. Respondent agrees that this Proposal constitutes an offer valid for a period of 90 days following the Due Date set forth in the NOA and any addenda thereto.
8. Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent's costs associated with any

negotiations with the City. Under no circumstances shall the City be responsible for any costs associated with Respondent's submittal or negotiations of any agreement with the City.

10. Respondent acknowledges that the City will not recognize brokers with regard to the licenses offered by the NOA and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any license related to this NOA. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.

11. Respondent acknowledges that the City may conduct various investigations of the Respondent's business experience, financial responsibility, and character. Respondent agrees to permit and cooperate with any such investigations.

Respondent warrants that: 1) Respondent, and any entities under its control or entities that control it, have had no part in the preparation of the documents that comprise this NOA; 2) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the NOA process; 3) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 4) Respondent has not engaged in any activities in restraint of trade in connection with this NOA.

Name of Respondent (Legal Name):

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _

_____ B

Business Phone Number:

Date:

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 20__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

Attachment G: Insurance

INSURANCE REQUIREMENTS **Department of Fleet and Facility Management** **Concessions on the Chicago Riverwalk** **Food Licensees**

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, mobile equipment, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on Endorsement CG 20 10 or a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4) Property

Licensee is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, used, leased or rented by Licensee and for loss or damage to all property that is in Licensee's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates

of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensees maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management
Concession on the Chicago Riverwalk
Non-Food Licensees

The Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, participants, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the Additional Insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

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When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

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The Licensee is responsible for all loss or damage to personal property (including but not limited to material, equipment, tool and supplies) owned, rented or used by Licensee.

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B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates

of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Licensee hereby grants to the City a waiver of any right of subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensees maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Attachment H: BUSINESS INFORMATION STATEMENT

Instruction: Provide the following information for the entity or individual completing this Statement (the "Reporting Entity"). If more than one entity must complete this Statement, include an organization chart indicating the relationship between the entities.

A. Basic Information:

1. Name of Reporting Entity completing this form:
2. Relationship of Reporting Entity to Respondent:

B. Reporting Entity Information

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Contact Person's Name/Title:
5. Is Reporting Entity an MBE, WBE, DBE, ACDBE, BEPD and/or owned by a Chicago Resident? (If applicable, attach copy of certification letter and/or identify Chicago resident owner.)
 - ☐ Yes
 - ☐ No
6. Form of Reporting Entity
 - ☐ Corporation ☐ {skip to Section C}
 - ☐ Partnership ☐ {skip to Section D}
 - ☐ Joint Venture ☐ {skip to Section E}
 - ☐ Limited Liability Company ☐ {skip to Section F}
 - ☐ Limited Liability Partnership ☐ {skip to Section G}
 - ☐ Individual ☐ {finished with form}

C. If Reporting Entity is a corporation, please answer the following: 1. When incorporated?

2. Is the corporation incorporated in the State of Illinois?
 - ☐ Yes ☐ {skip to Question C6}

☐ No

3. Is the corporation registered to do business in Illinois?

☐ Yes ☐ When: _____

☐ No

4. Name, address and phone number of registered Illinois agent:

5. Attach Certificate of Authority to transact business in Illinois.

6. The corporation is:

☐ Public

☐ Private

7. Provide the name, title, and address of each director, officer, and principal shareholder owning 7.5% or more of the corporation's issued stock (use additional pages as necessary).

<i>Director's Name Address</i>	<i>Principal Business Affiliation (Other than Respondent's</i>	<i>Directorship)</i>

<i>Officer's Name Address</i>	<i>Position</i>	

<i>Principal Shareholder</i>	<i>Address</i>	<i>Percent Owned</i>

Additional Instruction: if any principal shareholder is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form